Appendix P Habitat Mitigation and Monitoring Plan for USACE Jurisdictional Waters

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HABITAT MITIGATION AND MONITORING PLAN FOR USACE JURISDICTIONAL WATERS

MID COUNTY PARKWAY

RIVERSIDE COUNTY, CALIFORNIA

February 2015

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MID COUNTY PARKWAY

RIVERSIDE COUNTY, CALIFORNIA

Prepared for:

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, California 92501
(951) 787-7141

Prepared by:

LSA Associates, Inc.
20 Executive Park, Suite 200
Irvine, California 92614
(949) 553-0666

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CONTRIBUTORS

Primary Authors

Art Homrighausen, Principal
LSA Associates, Inc.
20 Executive Park, Suite 200
Irvine, California 92614
(949) 553-0666
Art.Homrighausen@lsa-assoc.com

Stan Spencer, Senior Biologist/Botanist
LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310
Stan.Spencer@lsa-assoc.com

Wendy Davis, Associate/Senior Biologist
LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310
Wendy.Davis@lsa-assoc.com

Graphics and GIS

Tom Flahive, GIS Specialist
LSA Associates, Inc.
20 Executive Park, Suite 200
Irvine, California 92614
(949) 553-0666
Tom.Flahive@lsa-assoc.com

Engineering

Ron Peters
Jacobs
3257 East Guasti Road, Suite 120
Ontario, California 91761
(909) 974-2700
Ron.Peters@jacobs.com

David Garcia
Jacobs
3257 East Guasti Road, Suite 120
Ontario, California 91761
(909) 974-2700
David.Garcia@jacobs.com

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1 INTRODUCTION

The Riverside County Transportation Commission (RCTC) in cooperation with the California Department of Transportation (Caltrans) District 8, the Federal Highway Administration (FHWA), the County of Riverside, the City of San Jacinto, and the City of Perris, proposes to construct the Mid County Parkway (MCP), a new highway project in Riverside County, California. The MCP will provide a major east-west connection for regional movement within western Riverside County, from Interstate 215 (I-215) on the west to State Route 79 (SR-79) on the east. The purpose of the proposed project is to provide a transportation facility that will effectively and efficiently accommodate regional east-west movement of people and goods between and through San Jacinto and Perris.

This Draft Habitat Mitigation and Monitoring Plan (HMMP) for U.S. Army Corps of Engineers (USACE) Jurisdictional Waters, prepared by LSA Associates, Inc. (LSA) on behalf of RCTC, provides the concepts and direction to implement and maintain the mitigation required to compensate for permanent impacts to areas regulated by the USACE under the Federal Clean Water Act (CWA), in order to satisfy both the National Environmental Policy Act (NEPA) and Section 404 of the CWA through the NEPA/CWA Section Integration Process in accordance with the interagency Memorandum of Understanding dated April 2006 (NEPA/404 MOU). This HMMP is based on the impacts and potential mitigation for the footprint of the Alternative 9 Modified with the San Jacinto River Bridge Design Variation (SJRB DV) as the MCP project. In February 2014, Alternative 9 Modified with the SJRB DV was concurred upon by the NEPA/ Section 404 MOU signatory agencies as the Preliminary Least Environmentally Damaging Practicable Alternative.

A final mitigation plan will be provided in a separate document at completion of final design and prior to issuance of the Section 404 permit. A draft USACE mitigation ratio checklist has been completed and results included in a separate document for coordination with the USACE. As project design becomes more specific and project implementation moves closer to reality, additional information on mitigation will be provided in a revised HMMP or other document. This additional information will depend on engineering data (e.g., hydrology studies) and right-of-way definition for the MCP Project. In particular, hydrology engineering will consider the needs and opportunities for creation or expansion of drainage features that can provide aquatic resource functions. Off-site mitigation will depend on the specific identification of the off-site opportunities and the acquisition of mitigation rights on off-site property. This mitigation plan refinement will take place in consultation by RCTC as the applicant for the CWA permit with the USACE and will address specific mitigation ratios and performance standards.

2 BRIEF DESCRIPTION OF OVERALL PROJECT

The MCP Project is proposed to be an approximately 16-mile long, six-lane controlled-access freeway. The facility would generally have three lanes in each direction with a wide (62-foot) median. Construction is estimated to take approximately 48 months.

Bridges are proposed for all major river/stream crossings, including Perris Valley Storm Drain and the San Jacinto River in the Lakeview area and at SR-79. Bridges would generally span USACE jurisdictional areas, but some bridge columns would be placed in the jurisdictional areas.

Other MCP Project features include installation of retaining walls, sound walls, fencing and median barriers, drought-tolerant plant species and landscaping, drainage culverts, and transverse railroad crossing improvements.

3 OBJECTIVES

Compensatory mitigation for permanent impacts and extended temporal impacts, loss of functions and values over time due to delay in implementation of mitigation and due to habitat establishment, will be achieved in accordance with the USACE and United States Environmental Protection Agency (EPA) Final Rule (33 Code of Federal Regulations [CFR] Parts 325 and 332 and 40 CFR Part 230, respectively) on Compensatory Mitigation for Losses of Aquatic Resources. In accordance with the Final Rule, the compensatory mitigation will be based on a watershed approach, which emphasizes the sustainability or improvement of aquatic resources in the watersheds that are affected by the project. Mitigation ratios will be calculated using the USACE Mitigation Ratio Checklist.

3.1 PROJECT IMPACTS TO AQUATIC RESOURCES

Aquatic resources have been described in *Jurisdictional Delineation and Assessment Report for the Mid County Parkway (MCP) Project* (LSA 2013). Table A summarizes the impacts to wetland and non-wetland waters subject to USACE jurisdiction, the Cowardin class, and the United States Geological Survey (USGS) 12-digit Hydrologic Unit Code (HUC).

Table A: Impact Site Description

Site	Permanent Impacts (acres)	Temporary Impacts[1] (acres)	Cowardin Class	HUC Code
Wetland Waters of the U.S.				
Reach 6				
58	0.01	—	Palustrine, scrub-shrub	180702020305
60	0.05	0.58	Riverine	180702020305
Reach 7				
61	<0.01	0.44	Palustrine, emergent	180702020306
63	—	0.42	Palustrine, emergent	180702020306
Reach 8				
64	0.21	0.73	Palustrine, emergent	180702020202
65	0.26	0.64	Palustrine, emergent	180702020202
66	0.11	1.89	Palustrine, scrub-shrub	180702020202
Total Wetland Waters of the U.S.[2]	**0.64**	**4.69**		
Non-wetland Waters of the U.S.				
Reach 6				
57	<0.01	—	Riverine	180702020305
59	0.04	—	Riverine	180702020305
60	0.06	0.64	Riverine	180702020305

Table A: Impact Site Description

Site	Permanent Impacts (acres)	Temporary Impacts[1] (acres)	Cowardin Class	HUC Code
M109	0.03	—	Riverine	180702020305
M111	<0.01	—	Riverine	180702020305
M116	<0.01	—	Riverine	180702020305
M117	0.02	—	Riverine	180702020305
M119	0.01	—	Riverine	180702020305
M120	0.18	—	Riverine	180702020305
M121	<0.01	—	Riverine	180702020305
M123	0.11	—	Riverine	180702020305
M125	0.03	—	Riverine	180702020305
M127	<0.01	—	Riverine	180702020305
M128	<0.01	—	Riverine	180702020305
M129	0.01	—	Riverine	180702020305
M131	0.01	—	Riverine	180702020305
M132	0.24	—	Riverine	180702020305
M133	0.02	—	Riverine	180702020305
M134	<0.01	—	Riverine	180702020305
M136	0.19	—	Riverine	180702020305
M137	0.03	—	Riverine	180702020305
M138	0.08	—	Riverine	180702020305
M141	0.02	—	Riverine	180702020305
M142	0.02	—	Riverine	180702020305
M143	0.14	—	Riverine	180702020305
M144	<0.01	—	Riverine	180702020305
M145	0.32	—	Riverine	180702020305
M146	0.01	—	Riverine	180702020305
M150	<0.01	—	Riverine	180702020305
M151	0.01	—	Riverine	180702020305
M152	0.01	—	Riverine	180702020305
M154	<0.01	—	Riverine	180702020305
M155	0.05	—	Riverine	180702020305
M156	0.03	—	Riverine	180702020305
M157	0.01	—	Riverine	180702020305
M158	0.02	—	Riverine	180702020305
M159	0.04	—	Riverine	180702020306
M160	0.23	—	Riverine	180702020305/ 0306

Table A: Impact Site Description

Site	Permanent Impacts (acres)	Temporary Impacts[1] (acres)	Cowardin Class	HUC Code
M160a	0.01	—	Riverine	180702020305
M161	0.30	—	Riverine	180702020306
M162	0.04	—	Riverine	180702020306
Reach 7				
61	0.07	<0.01	Palustrine, emergent	180702020306
Agricultural pond	0.29	—	Lacustrine	180702020203
M163	0.02	—	Riverine	180702020306
M164	0.04	—	Riverine	180702020306
M165	0.42	—	Riverine	180702020306
M166	0.01	—	Riverine	180702020306
M167	<0.01	—	Riverine	180702020306
M169	0.07	—	Riverine	180702020306
M170	0.01	—	Riverine	180702020306
M171	0.01	—	Riverine	180702020306
M172	0.03	—	Riverine	180702020203
M173	0.02	—	Riverine	180702020202
M174	0.34	—	Riverine	180702020202/ 0203
Reach 8				
64	0.22	0.05	Palustrine, emergent	180702020202
65	0.13	0.13	Palustrine, emergent	180702020202
66	—	0.01	Palustrine, scrub-shrub	180702020202
67	0.09	1.15	Riverine	180702020202
M174	0.25		Riverine	180702020202
Total Non-wetland Waters of the U.S.[2]	**4.36**	**1.99**		

[1] All temporary impacts will be mitigated on site at a 1:1 ratio through restoration of disturbed habitat.
[2] All numbers have been rounded to the nearest hundredth and thus may appear to sum incorrectly.

3.2 COMPENSATORY MITIGATION

On-site establishment of wetland and non-wetland waters will be used to provide compensatory mitigation for permanent impacts, including temporal loss of these impact sites until the establishment of the mitigation sites. *On-site mitigation sites* refer to mitigation areas located on or contiguous to the same parcels of land that will be acquired by RCTC for construction of the MCP Project.

Table B indicates amounts of wetland and non-wetland waters to be established.

Table B: Mitigation Site Description

Site	Pre-construction Site Conditions	Post-construction Site Conditions			
	Vegetation Community	Vegetation Community	Hydrology	Mitigation Method	Acres[1]
Wetland Waters of the U.S.					
Sanderson Avenue	Agriculture	Riparian forest, riparian scrub, marsh	Seasonally flooded	Establishment	1.72
				Total Wetland Waters:	**1.72**
Non-wetland Waters of the U.S.					
Pico Avenue	Agriculture	Riversidean alluvial fan sage scrub	Ephemeral	Establishment	0.99
Martin Street	Agriculture	Alkali playa	Ephemeral, seasonally flooded	Establishment	4.61
Sanderson Avenue	Agriculture	Alkali and annual grassland	Ephemeral	Establishment	0.04
				Total Non-wetland Waters:	**5.28**
Upland Buffer					
Pico Avenue	Agriculture	Riversidean upland sage scrub	None	Revegetation	12.96
Martin Street	Agriculture	Alkali playa	None	Revegetation	0.29
Sanderson Avenue	Agriculture	Alkali grassland and Riversidean upland sage scrub	None	Revegetation	0.43
				Total Upland Buffer:	**13.68**

[1] These mitigation sites contain existing jurisdictional areas (based on Preliminary Jurisdictional Determination for MCPs for Sanderson Avenue mitigation site and part of Pico Avenue mitigation site Glenn Lukos data (2005) for the Martin Street mitigation site, and aerial photograph interpretation for part of the Pico Avenue mitigation site); these numbers include the net gain of jurisdictional areas.

For purposes of CWA Section 404 permitting, the proposed replacement ratios are based on the results of the USACE South Pacific Division (SPD) mitigation ratio checklist.

3.3 HOW MITIGATION WILL ADDRESS AQUATIC RESOURCE CONCERNS OF THE WATERSHED

The San Jacinto River watershed concerns include groundwater basin overdraft, poor quality groundwater, and nutrient runoff. Fertilizers and dairy waste in runoff from agricultural land contribute to nutrient overloading in Canyon Lake and Lake Elsinore (Tetra Tech 2009). The relatively flat topography and often low soil permeability along the San Jacinto River make the area prone to flooding. The watershed is home to a number of sensitive species (Tetra Tech 2007). The San Jacinto River and associated vegetation communities provide habitat for threatened and endangered species such as least Bell's vireo (*Vireo bellii pusillus*), San Bernardino kangaroo rat (SBKR; *Dipodomys merriami parvus*), Stephens' kangaroo rat (SKR; *Dipodomys stephensii*), San

Jacinto Valley crownscale (*Atriplex coronata* var. *notatior*), and spreading navarretia (*Navarretia fossalis*), as well as for other sensitive species such as Los Angeles pocket mouse (LAPM; *Perognathus longimembris brevinasus*), smooth tarplant (*Centromadia pungens* ssp. *laevis*), and Coulter's goldfields (*Lasthenia glabrata* ssp. *coulteri*). The riparian habitat of the San Jacinto River provides habitat for resident wildlife species, as well as species using riparian areas for movement.

Wetland and non-wetland waters to be created at the Pico Avenue, Martin Street, and Sanderson Avenue mitigation areas will increase flood storage capacity for their local watershed. The Sanderson Avenue mitigation area, together with existing adjacent wetlands will provide increased potential for nutrient retention and transformation and toxicant trapping for runoff from adjacent cropland. The riparian vegetation to be provided in the Sanderson Avenue mitigation area may also provide habitat for least Bell's vireo and other riparian species. The more natural conditions of flooding to be created in the Martin Street mitigation area will provide improved habitat value for sensitive alkali floodplain plant species such as San Jacinto Valley crownscale, Coulter's goldfields, and smooth tarplant.

4 BASELINE INFORMATION FOR IMPACT SITES

4.1 TOPOGRAPHY AND ELEVATION

The project area's topography is mostly flat throughout the City of Perris as well as in the more open ruderal and agricultural areas eastward into the San Jacinto Valley. The elevation of the project varies from approximately 1,415 feet above mean sea level at the Perris Valley Storm Drain to 1,640 feet above mean sea level at Bernasconi Road in the Lakeview area.

4.2 WATERS OF THE U.S.

Waters of the U.S. have been described previously in the *Jurisdictional Delineation and Assessment Report for the Mid County Parkway (MCP) Project* (LSA, December 2013). As described in the report, the study area was divided into geographically distinct reaches, with boundaries generally based upon drainage patterns and functional similarity of wetland areas. There are three geographic reaches (Reaches 6, 7, and 8) within the survey area for the modified MCP Project. The impact areas are discussed by Reach below. Within each Reach, larger Drainage Systems are identified. Isolated wetlands and smaller Drainage Systems consisting primarily of concrete-lined channels or of ephemeral drainages without riparian vegetation are referred to as Miscellaneous Drainages. Reaches, Drainage Systems, and Miscellaneous Drainages are listed in Table A and depicted in Appendix A, Figure 1: Sheets 1 through 12.

4.2.1 Reach 6

Reach 6 is the western segment of the project in the City of Perris and intersects HUCs 180702020305 and 180702020306. It covers the Perris Valley, including Perris Valley Storm Drain, eastward to Lake Perris. The project waters in these areas are mostly dry, unvegetated roadside ditches. The land cover along this Reach is mainly developed and ruderal, and the remaining land with vegetation consists of cropland and scattered components of nonnative grassland and Riversidean sage scrub. Representative photographs of ephemeral drainages are shown in Appendix A (Photographs 2 and 3 as shown in Figures 2A and 2B and Figure 1: Sheet 6).

The Perris Valley Storm Drain (Drainage System 60; Appendix A, Photograph 1 as shown in Figure 2A and in Figure 1: Sheet 4) is a major tributary of the San Jacinto River, draining approximately 85 square miles within the Perris and Moreno Valleys. The Perris Valley Storm Drain is dominated by urban runoff and contains pockets of wetland throughout its extent. Portions of the Perris Valley Storm Drain consist of freshwater marsh and emergent wetland, although most of the area is relatively sparsely vegetated with ruderal vegetation due to regular maintenance by the Riverside County Flood Control District. Impacts resulting from the MCP Project within the Perris Valley Storm Drain consist primarily of temporary impacts, and only minor permanent impacts will result from placement of bridge piers. The only other impacts to wetlands are a small amount in cropland at Drainage System 58 (immediately east of I-215).

4.2.2 Reach 7

Reach 7 (portions of HUCs 180702020202, 180702020203, and 180702020306) is within the San Jacinto Valley along the Ramona Expressway from immediately south of Lake Perris to Warren Road, and consists primarily of croplands and livestock feed yards. It also includes the San Jacinto River crossing in the Lakeview area. The majority of the drainages are within agricultural areas and are ephemeral stream courses intersected by Ramona Expressway. Other than at the San Jacinto River (Drainage System 63, which contains some marsh and sparsely vegetated riparian scrub), they contain no riparian vegetation or distinct differences in vegetation from the adjacent upland areas. A representative photograph of an ephemeral drainage is shown in Appendix A, Photograph 4, as shown in Figure 2B and Figure 1: Sheet 7. Photographs of wetlands in the San Jacinto River floodplain are shown in Appendix A, Photographs 5 and 6 as shown on Figure 2C and Figure 1: Sheet 7.

4.2.3 Reach 8

The Reach 8 (HUC 180.702.020.202) is within the San Jacinto Valley along the Ramona Expressway from Warren Road to SR-79, and includes the San Jacinto River, agricultural ditches south of the river, and drainage from Potrero Creek (northeast of SR-79 crossing of San Jacinto River; Appendix A, Figure 1: Sheet 11). The impact sites within Reach 8 are mostly ephemeral drainages within cropland and developed areas (see Appendix A, Photographs 7 and 8 as shown in Figure 2D and Figure 1: Sheet 10). Areas within and immediately south of the San Jacinto River contain riparian forest (see Appendix A, Photograph 9 as shown in Figure 2E and Figure 1: Sheet 11). Other vegetative components within undeveloped areas of this reach include Riversidean alluvial fan scrub, alkali grassland, and freshwater marsh.

Other wetlands in Reach 8 include Drainage System 64 (an agricultural ditch; Appendix A, Photograph 10 as shown in Figure 2E and Figure 1: Sheet 12) is a perennial stream that flows from east to west along the southern boundary of Reach 8. This drainage receives flow from agricultural and other runoff. There are several areas of ponded water east of Sanderson Avenue in a highly disturbed section of land that appears to have been used for agricultural purposes. One intrastate, non-navigable isolated wetland in the field east of Sanderson Avenue appears to be a constructed pond, perhaps for watering livestock.

Drainage System 67 consists of the leveed portion of the San Jacinto River as well as alluvial areas northeast of the SR-79 crossing of the San Jacinto River, where there are scattered stands of hydrophytic vegetation, including mule fat (*Baccharis salicifolia*), willow (*Salix* spp.), and Freemont's cottonwood (*Populus fremontii*). Water tends to sheet flow and drain quickly in this area due to sandy conditions.

4.3 HISTORIC AND EXISTING HYDROLOGY

The project intersects four USGS Hydrologic Units in Perris and San Jacinto Valleys, all within the San Jacinto River watershed. The main water course in the impact areas is the San Jacinto River, which crosses the project area twice: near the middle and at the east end. The San Jacinto River has its headwaters in the San Jacinto Mountains to the east of the project area. The river is fed primarily by mountain waters in the wet season and discharges from numerous agricultural ditches in the dry season. In the project area, it is typically dry with only intermittent or ephemeral flows. Wetter

portions of river contain riparian scrub, including mule fat and southern willow scrub, and the surrounding areas contain components of alkali grassland, Riversidean sage scrub, and nonnative grassland.

The Perris Valley Storm Drain is a major tributary of the San Jacinto River and flows north to south through the project area in the City of Perris. It is dominated by urban runoff and contains areas of freshwater marsh and emergent wetland.

There are numerous unnamed tributaries to the San Jacinto River, as well as small agricultural and other artificially-created ponds. The intermittent and ephemeral drainages in the impact areas include agricultural and roadside ditches, as well as a few modified or otherwise disturbed natural drainages.

4.4 SOIL CHARACTERISTICS

Throughout the project site, soil varies from nonalkaline loams and clays to alkaline sands and strongly alkaline loams and clays. The study area includes five different soil composition associations (Knecht 1971): Cieneba-Rock land-Fallbrook; Hanford-Tujunga-Greenfield; Monserate-Arlington-Exeter; San Emigdio-Grangeville-Metz; and Traver-Domino-Willows.

The Cieneba-Rock land-Fallbrook soils consist of excessively drained upland soils typically observed on 2 to 50 percent slopes and formed in coarse-grained igneous rock with granite boulder outcrops that cover 35 to over 60 percent of ground surface. The Hanford-Tujunga-Greenfield soils consist well to excessively drained soils developed in alluvial fans or terraces from granitic alluvium and typically present on 0 to 25 percent slopes. The well-drained Monserate-Arlington-Exeter soils are observed on 0 to 20 percent sloped terraces or alluvial fans and formed in alluvium of granitic materials. The San Emigdio-Grangeville-Metz soils are well-drained soils on 0 to 15 percent slopes within alluvial fans and floodplains and formed from weakly consolidated sedimentary formations or calcareous sandstone. The Traver-Domino-Willows soils are moderately well-drained to poorly-drained soils on 0 to 5 percent sloped valley plains or basins and developed in alluvium of predominantly granitic materials.

4.5 EXISTING VEGETATION

The predominant plant communities in the impact areas are nonnative grassland and Riversidean upland sage scrub. There are also extensive areas of developed land and of agricultural land, including cropland and dairy. Alkali grassland is predominant in relatively undisturbed alkaline soils. Riparian forest, riparian scrub, and marsh habitats occur along waterways.

Plant species of concern in the impact areas include spreading navarretia, San Jacinto Valley crownscale, Coulter’s goldfields, and smooth tarplant at the San Jacinto River crossing at Lakeview.

4.6 EXISTING WILDLIFE USAGE

Most of the wildlife in the project area is typical of agricultural and suburban environments. Species commonly observed throughout the project area include western fence lizard (*Sceloporus occidentalis*), common side-blotched lizard (*Uta stansburiana*), coastal western whiptail

(*Aspidoscelis tigris stejnegeri*), house finch (*Carpodacus mexicanus*), common raven (*Corvus corax*), mourning dove (*Zenaida macroura*), northern rough-winged swallow (*Stelgidopteryx serripennis*), black phoebe (*Sayornis nigricans*), California ground squirrel (*Spermophilus beecheyi*), desert cottontail (*Sylvilagus auduboni*), and coyote (*Canis latrans*). The larger riparian areas in the project area provide migration corridors for wildlife. Of particular importance is the San Jacinto River, which is likely utilized by mammals such as coyote and bobcat (*Lynx rufus*) as well as by smaller mammals and birds.

The principal wildlife species of concern in the impact areas are least Bell's vireo, SBKR, and LAPM. These species are known from within the San Jacinto River at the east end of the project area. LAPM also occurs along the San Jacinto River in the central portion of the project area in the Lakeview area, and SKR potentially occurs throughout the project area.

4.7 HISTORIC, EXISTING, AND PLANNED LAND USES

The western portion of the project consists of residential and commercial land uses within the City of Perris. The eastern portion of the project consists of primarily agricultural land uses within unincorporated areas of Riverside County and the City of San Jacinto. The central portion, just west of Lakeview, is adjacent to the San Jacinto Wildlife Area. Development in the area is increasing, particularly in the Lakeview area and westward, but is constrained by Multiple Species Habitat Conservation Plan (MSHCP) Criteria Area requirements and lack of 100-year floodplain protection.

4.8 FUNCTIONS AND VALUES

4.8.1 Non-Wetland Riverine Waters

The following is an assessment of the functions and values attributable to the identified non-wetland waters in the project area. Ranking is from *zero* to *high* based on USACE 2008 Mitigation Checklist and hydrogeomorphic system of wetland classification (Smith et al. 1995).

- **Short-Term or Long-Term Surface Water Storage/Subsurface Water Storage/Moderation of Groundwater Flow or Discharge.** The non-wetland waters are the products of runoff from surrounding suburban and agricultural land uses. The waters within the project are contained mostly within concrete channels, roadside v-ditches, or agricultural field trenches. These water structures do not provide significant groundwater recharge or discharge, since they are non-wetland and are not perennial waters.
- **Dissipation of Energy.** The drainages contain little vegetation and the channels are smooth or sandy and do not hinder the velocity of flows during periods of flooding. Flood flow alteration is thus considered a *low* level function of these waters.
- **Retention of Particulates.** Sediment stabilization is a *low* level function of the non-wetland riverine waters. The vegetation does not include trees or shrubs able to withstand erosive flood events.
- **Removal of Elements and Compounds.** There is very little dense vegetation, debris, or roughness throughout the waters in the project area. Sediment and toxicant retention is considered only at a *zero* to *low* level function of these non-wetland riverine waters.

- **Cycling of Nutrients:** There is a lack of standing water and very little fine-grained mineral and organic soil into which the nutrients could be absorbed within these waters; and thus cycling of nutrients is considered a *zero* level function of these non-wetland riverine waters.
- **Export of Organic Carbon.** Due to the lack of bank overflow in these ephemeral and artificial water features, and to the lack of plant community structure, there is unlikely to be much production of organic matter or movement of detritus downstream. Therefore, production export is considered a *low* level function for the non-wetland riverine waters in the project area.
- **Maintenance of Plant and Animal Communities.** Due to the limited area, the unnatural conditions of many of the water feature themselves, and the developed and disturbed nature of the adjacent land cover; the habitat value is thus considered a *zero* to *low* value of the non-wetland riverine waters.

4.8.2 Wetlands and Non-Wetland Riparian Areas

The following is an assessment of the functions and values attributable to the identified wetlands and non-wetland riparian areas in of the project area. These functions and values exist at *zero*, *low*, *moderate*, or *high* levels.

- **Short-Term or Long-Term Surface Water Storage/Subsurface Water Storage/Moderation of Groundwater Flow or Discharge.** The agricultural ponds identified as wetlands in the project area are the products of runoff from the dairy and other agricultural uses. They may allow for some recharge of groundwater, but probably do not play a big role in discharge because of their small sizes. The largest wetland areas in Drainage System 64, at Sanderson Avenue, are due to agricultural activities. Therefore, this is considered a *low* level function of the wetlands as surface water storage and groundwater recharge within the project. Other pockets of wetland areas occur from water ponding in eroded depressions in the channel bed and at storm drain outlets in the Perris Valley Storm Drain (Reach 6) and the San Jacinto River (Reach 7). The wetland depressions and channels in the 100-year floodplain outside the river levees (Reach 6) would contribute to some short-term surface water storage.
- **Dissipation of Energy.** The vegetation in the non-wetland riparian and the wetland riparian areas is mostly low-growing, herbaceous vegetation and sparse shrubs and trees that are periodically removed. This vegetative condition is not effective at hindering the velocity of flows during periods of flooding. The wetland vegetation provides little reduction of flow velocity. Thus, flood flow alteration is considered a *low* level function of the wetlands. The non-wetland riparian areas with trees and shrubs are in the leveed flood channel of Perris Valley Storm Drain, in roadside ditches along Sanderson Avenue, and within the San Jacinto River channel. Representative site photos are provided in Appendix A, Figures 2C and 2E.
- **Retention of Particulates.** Sediment stabilization is a *low* level function of the vegetated wetlands. The vegetation does not consist of dense herbaceous layers, but there are trees and shrubs along the edges of the wetlands that can withstand flooding activities and hold sediment in place during flood conditions within the levees. A few of the wetlands are in agricultural fields in the 100-year floodplain.
- **Removal of Elements and Compounds.** Standing water and pockets of newly deposited sediments are present in some of the wetlands of the project. This long-term saturation and vegetative productivity is a necessary wetland condition for removal of elements (heavy metals)

and toxicant retention. However, there are very few stands of dense vegetation with yearlong surface water, and therefore this is considered only a *low* level function of these wetlands.

- **Cycling of Nutrients.** Standing water occurs primarily on agricultural lands where fertilizers and pesticides are likely to be present in the runoff. Therefore, this is considered a *low* level function within Reach 7. The other minor wetland areas in the other roadside ditches and the two flood channels are not large enough and do not have enough water, vegetation, or aquatic organisms to cycle or reduce nutrient load in the waters that flow through them.
- **Export of Organic.** The export of carbon occurs when a floodplain is inundated and the accumulated fine organic particulates and plant debris are transported downstream. There is little plant community structure and vegetation density present within the project. The production of organic matter is not an important function of the wetland, which are primarily within agricultural ponds, roadside ditches, and maintained flood control channels. Production export is thus a *low* level function of the wetlands in the project area.
- **Maintenance of Plant and Animal Communities.** The wildlife use of wetlands in agricultural ponds, cropland, and roadside ditches on the project site is limited because these areas are surrounded by agriculture and other development. Most of the project impacts to wetlands are to these agricultural areas. There will be fewer impacts to the riparian forest and shrub areas along Sanderson Avenue that provide habitat for species of concern. Thus, overall, the vegetated wetland and non-wetland riparian areas are considered of *low* value for wildlife habitat.

5 BASELINE INFORMATION FOR PICO AVENUE MITIGATION SITE

5.1 TOPOGRAPHY AND ELEVATION

The topography at the Pico Avenue mitigation site is mostly flat. Elevation ranges from approximately 1,450 to 1,520 feet.

5.2 WATERS OF THE U.S.

Two ephemeral "drainages" cross the Pico Avenue mitigation site (Appendix A, Figure 1). These previously natural streams flow through cultivated land (as shown in Figure 1: Sheet 6) and have recently been channelized as linear agricultural ditches (as represented by blue lines within mitigation features in Appendix A, Figure 4A and as shown in Photographs 11 and 12 of Figure 5A). No approved or preliminary jurisdictional determination for the Pico Avenue mitigation site has yet been requested of the USACE that would establish the presence/absence of jurisdictional waters of the U.S. and delineate the geographic boundaries of the jurisdictional aquatic features. This will occur and be included in the final compensatory mitigation plan, which will be submitted at completion of final design and prior to issuance of the Section 404 permit.

5.3 HISTORIC AND EXISTING HYDROLOGY

The mitigation area is an upland area used for cropland and crossed by two ephemeral streams described in the previous paragraph. They convey flows from the northwest side of Ramona Expressway, through culverts under the road, then east and southeast across cropland, reaching the San Jacinto River floodplain during large flood events.

5.4 SOIL CHARACTERISTICS

Soil in the Pico Avenue mitigation site is mapped as Hanford coarse sandy loam, 2 to 8 percent slopes (HcC). This soil mapping may include areas of gravelly coarse sandy loam or fine sandy loam, and also braided stream channels. This soil is well-drained, with moderately rapid permeability and a root zone of more than 60 inches (Knecht 1971). This is a non-hydric soil. Soils observed on the site vary from loamy sand (within channels) to sandy loam.

5.5 EXISTING VEGETATION

Although most of the Pico Avenue mitigation site is cropland, the area along the north edge of the northern channel is not cultivated and consists of a mix of nonnative grassland and disturbed Riversidean sage scrub, dominated by brittlebush (*Encelia farinosa*), California buckwheat (*Eriogonum fasciculatum*), and Box Springs goldenbush (*Ericameria palmeri* var. *pachylepis*), with a

sparse herbaceous layer of nonnative annuals. Vegetation within the existing channels is sparse and dominated by native and nonnative herbaceous species. The predominant native species are annual bur-sage (*Ambrosia acanthicarpa*), sacred thorn-apple (*Datura wrightii*), and California aster (*Corethrogyne filaginifolia*). The predominant nonnative species are shortpod mustard (*Hirschfeldia incana*) and stinknet (*Oncosiphon piluliferum*). The mitigation site does not provide habitat for any threatened or endangered plant species because the site is highly disturbed due to ongoing agricultural activities and the small extent of native habitat is isolated. Further, the site is not within an MSHCP survey area for plants and is unlikely to provide habitat for any sensitive plant species.

5.6 EXISTING WILDLIFE USAGE

Because most of the Pico Avenue mitigation site is actively farmed as cropland, it provides little habitat for native wildlife species. The area of nonnative grassland and Riversidean sage scrub along the northern edge of the site may provide habitat for Stephens' kangaroo rat (SKR), which is federally listed as endangered and State-listed as threatened. The SKR is known to occur in the site vicinity in the San Jacinto Wildlife Area, and the MCP Project and proposed mitigation may result in impacts to this species. The MSHCP does not require surveys for SKR; however, under Section 7 of Federal Endangered Species Act (FESA), formal consultation will be required for this species. The proposed mitigation site does not provide suitable habitat for any other threatened or endangered wildlife species.

The mitigation site may currently provide habitat for sensitive wildlife species that are not listed as threatened or endangered. The northern portion of the proposed site is within the MSHCP survey area for Los Angeles pocket mouse, which is a California Species of Special Concern, and may provide low quality habitat for this species. The site is also within the MSHCP survey area for burrowing owl (*Athene cunicularia*) and may provide habitat for this species along its northern edge.

5.7 HISTORIC, EXISTING, AND PLANNED LAND USES

The Pico Avenue mitigation site is within active cropland. It is mostly within the MSHCP Criteria area (as depicted in Appendix A, Figure 3), which may be a constraint on development. However, according to County records, two parcels (005 and 008) of the Pico Avenue mitigation site have an approved tentative map, TTM 32372, from 2009.

The southern half of the mitigation area has the General Plan Land Use designation Commercial Retail. The northern half of the mitigation area has the General Plan Land Use designation Medium Density Residential. The adjacent General Plan Land Use designation to the west of the mitigation site is community center and to the south of the mitigation site is the General Plan Land Use Very High Density Residential. Additional information regarding future land uses at the Pico Avenue mitigation site will be included in the final HMMP.

5.8 EXISTING AND PROPOSED FUNCTIONS AND VALUES

The drainages to be modified for mitigation at the Pico Avenue mitigation site are and will be ephemeral drainages, and do not have wetland functions in their current or proposed conditions. The ecosystem functions dependent upon perennial or long-term season water are water storage,

groundwater recharge, toxins retentions, organic carbon export, and nutrient cycling. These functions do not exist at the proposed Pico site. Flood flow attenuation, vegetation community diversity, and the wildlife habitat values will improve with the establishment of a broader streambed and with the seeding or planting of native grasses and upland shrubs.

6 BASELINE INFORMATION FOR MARTIN STREET MITIGATION SITE

6.1 TOPOGRAPHY AND ELEVATION

The topography at the Martin Street mitigation site is more or less flat. Elevation ranges from approximately 1,420 to 1,430 feet.

6.2 WATERS OF THE U.S.

An ephemeral channel (Drainage System 61 in Appendix A, Figure 1: Sheet 7; Figure 4b) runs along the northwest edge of the mitigation area and is dominated by silverscale saltbush (*Atriplex argentea*), a native annual, and Russian thistle (*Salsola tragus*), a nonnative annual. This channel connects to the San Jacinto River in large flood events through culverts in the levee. The mitigation area also includes a small wetland area (0.11 acre; Appendix A, Figure 4b) that was outside the study area of the jurisdictional delineation for MCP but was delineated as a wetland by Glenn Lukos Associates in 2005 as part of their study of the San Jacinto River floodplain (Glenn Lukos 2005). It is depicted in Appendix A, Figure 4b. Although an updated delineation has not been conducted, at the time of a site visit by LSA botanist Stan Spencer on August 8, 2014, this feature was dominated by nonnative weedy annual vegetation consisting of Russian thistle (70% cover) and mouse barley (*Hordeum murinum;* 5% cover). Silverscale, a facultatively hydrophytic native annual, had less than 1 percent cover. No approved or preliminary jurisdictional determination for the Martin Street mitigation site has yet been requested of the USACE that would establish the presence/absence of jurisdictional waters of the U.S. and delineate the geographic boundaries of the jurisdictional aquatic features. This will occur and be included in the final compensatory mitigation plan, which will be submitted at completion of final design and prior to issuance of the Section 404 permit.

6.3 HISTORIC AND EXISTING HYDROLOGY

The Martin Street mitigation site is within the 100-year floodplain of the San Jacinto River and is west of and separated by a levee from the active river channel. Prior to construction of the levee and cultivation of the mitigation area, it likely flooded with more frequency and was dominated by low native herbaceous vegetation, including sensitive alkali plant species such as smooth tarplant, Coulter's goldfields, and spreading navarretia. Prior to the cultivation and manuring of this area, the clay-rich soils would have also ponded water from direct rainfall, providing better habitat for these species.

6.4 SOIL CHARACTERISTICS

Soil in the Martin Street mitigation site is mapped as Willows silty clay (Wf), with areas of Willows silty clay, saline-alkali (Wg) mapped within 300 feet east and west of the site (Knecht 1971). These soils are identified as hydric by the Natural Resource Conservation Service

(http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/use/hydric/). The Willows silty clay, saline-alkali (Wg) consists of silty clay and clay to a depth of about 60 inches. This mapping may also include small areas of silt loam, sandy loam, and fine sandy loam. This soil has slow permeability with a root zone of greater than 60 inches and a seasonal high water table of 3 to 5 feet. The Willows silty clay (Wf) is similar to Wg but is only slightly saline-alkali. The presence of alkali heath (*Frankenia salina*), bush seepweed (*Suaeda nigra*), and silverscale saltbush within the proposed basin area, along with alkali-tolerant nonnative species, indicates that the soils are alkaline. Soils have been highly disturbed by frequent tilling and addition of manure.

6.5 EXISTING VEGETATION

The proposed Martin Street mitigation site is dominated by native and nonnative annuals. Dominant species include Russian thistle (nonnative annual), silverscale saltbush (native annual), mouse barley (nonnative annual), and field charlock (*Sinapis arvensis*; nonnative annual), with scattered bush seepweed (*Suaeda nigra*; native shrub), alkali heath (native perennial), and five-hook bassia (*Bassia hyssopifolia*; nonnative annual). This mix of species is typical of highly disturbed alkali soils in the San Jacinto River floodplain. Sensitive plant species, including San Jacinto Valley crownscale (federally endangered), spreading navarretia (federally threatened), smooth tarplant, and Coulter's goldfields, are known from the site vicinity but were not detected on the site during 2004 and 2005 botanical surveys by Glenn Lukos Associates (2006) or during an August 8, 2014, site visit by LSA botanist Stan Spencer. The 2005 survey season was very favorable for conducting surveys of these plant species because of the higher than average rainfall. Habitat value on the site is currently poor for these species due to disturbance and competition from nonnative species, but is expected to improve following implementation of the mitigation work plan, including the removal of the manure-contaminated soils and weed seed bank and creation of conditions conducive to ponding.

6.6 EXISTING WILDLIFE USAGE

A habitat assessment for LAPM was conducted for the MCP Project by LSA (2006) adjacent to the Martin Street mitigation site. Areas with active agriculture were determined not to be suitable for LAPM. Now that the site is no longer in active agriculture, an updated habitat suitability assessment will be conducted for the species. The dense herbaceous vegetation over the site is likely too dense for Stephens' kangaroo rat, but the area may be marginally suitable for burrowing owl. No threatened or endangered species are expected to occur at the mitigation site.

6.7 HISTORIC, EXISTING, AND PLANNED LAND USES

The Martin Street mitigation site is within cropland. It is mostly within the MSHCP Criteria area (as depicted in Appendix A, Figure 3). The Martin Street mitigation site is within a parcel that is already owned by RCTC with a conservation easement dedicated to the RCA related to the use of the northern portion of the site by RCTC in mitigating for impacts to vernal pools by RCTC's I-215 Widening Project. The watershed boundary of the vernal pool basin is distinct and separate from the southern portion of the site that is intended to be used as mitigation for MCP. Coordination with the restoration specialist at Glenn Lukos Associates for the I-215 Widening vernal pool mitigation site, in August 2014, has verified that the proposed mitigation for MCP will not affect the vernal pool mitigation for the I-215 mitigation site.

6.8 EXISTING AND PROPOSED FUNCTIONS AND VALUES

The Martin Street mitigation site, although in the historic floodplain of the San Jacinto River, is currently weedy and disturbed due to use as cropland. The site currently has low value for the ecosystem functions dependent upon perennial or long-term season water are water storage, groundwater recharge, toxins retentions, organic carbon export, and nutrient cycling. The site is not frequently flooded, does not frequently pond water, and does not regularly carry surface or precipitation runoff. The flood flow attenuation and plant/wildlife habitat values will improve with the establishment of a seasonally ponding depression and removal of an adjacent berm to allow connection through existing culverts to the San Jacinto River, creating the potential for additional flooding by backflow into the floodplain. The site will be seeded and/or planted with native plant species adapted to alkali and clay hydric soils.

7 BASELINE INFORMATION FOR SANDERSON AVENUE MITIGATION SITE

7.1 TOPOGRAPHY AND ELEVATION

The topography at the Sanderson Avenue mitigation site is more or less flat and level. Elevation is about 1,460 feet.

7.2 WATERS OF THE U.S.

A portion of the Sanderson Mitigation site is within the area covered by the approved jurisdictional determination for the SR-79 Realignment Project. However, the western portion of the basin is not within the area covered by an approved or preliminary jurisdictional determination that would establish the presence/absence of jurisdictional waters of the U.S. and delineate the geographic boundaries of the jurisdictional aquatic features. This will occur and be included in the final compensatory mitigation plan, which will be submitted at completion of final design and prior to issuance of the Section 404 permit.

7.3 HISTORIC AND EXISTING HYDROLOGY

The Sanderson Avenue mitigation site is within the 100-year floodplain of the San Jacinto River. The mitigation area is separated from the river by a levee put in place by 1962. Existing wetland areas (Drainage System 66 in Appendix A, Figure 1) extend into farmland along Sanderson Avenue, relying variously on groundwater, direct rainfall, and runoff from Sanderson Avenue, Ramona Expressway, and adjacent cropland. The mitigation basin will be near the same elevation as these existing adjacent wetlands and will receive additional flows to create a locally higher water table.

7.4 SOIL CHARACTERISTICS

Mapped soils are Dello loamy fine sand, saline-alkali, 0 to 5 percent slopes (DpB). The substratum of this soil is loamy. This is a somewhat poorly drained soil, with moderately rapid permeability, a root zone of more than 60 inches, and a seasonally high water table of 1 to 4 feet. This soil mapping may include areas that are strongly saline-alkali (Knecht 1971). The soil is listed as a hydric soil by the NRCS. Vegetation on the site (see below) is typical of alkaline soils.

7.5 EXISTING VEGETATION

The Sanderson Avenue mitigation site is under cultivation. When not planted, it is dominated by native and nonnative annuals, including five-hook bassia (nonnative annual), kochia (*Kochia scoparia*; nonnative annual), bractscale (*Atriplex serenana* var. *serenana*; native annual), and salt

heliotrope (*Heliotropium curassavicum*; native perennial). These species are typical of disturbed alkali soils in the project vicinity.

7.6 EXISTING WILDLIFE USAGE

Because the Sanderson Avenue mitigation site is under cultivation, it is not likely suitable for LAPM and SKR, but may be marginally suitable for burrowing owl. No threatened or endangered species are expected to occur at the mitigation site because it is under cultivation.

7.7 HISTORIC, EXISTING, AND PLANNED LAND USES

The Sanderson Avenue mitigation site is within active cropland, with a nearby dairy operation. It has been redesigned to be outside the San Jacinto Levee Widening Project boundary and the MSHCP Criteria area (as depicted in Appendix A, Figure 3). Development to the immediate north and east is precluded by the proximity of the San Jacinto River, San Jacinto Levee Widening Project, MSHCP Criteria area, and planned MCP.

7.8 EXISTING AND PROPOSED FUNCTIONS AND VALUES

The Sanderson Avenue mitigation site is currently cropland in the historic San Jacinto River floodplain. A small portion of it is or was a wetland. The site currently has low value for the ecosystem functions dependent upon perennial or long-term season water—water storage, groundwater recharge, toxins retentions, organic carbon export, and nutrient cycling—due to its brief seasonal nature and to the high degree of agricultural disturbance. The site does not frequently pond water and does not regularly carry surface or precipitation runoff. The flood flow attenuation and plant/wildlife habitat values will improve with the establishment of a large retention basin, which will be seeded and/or planted with native vegetation.

8 SITE SELECTION CRITERIA AND DETERMINATION OF CREDITS

Potential mitigation sites selected for agency consultation and further evaluation were identified with the following criteria in mind:

- Potential to gain both area and function, through either establishment (creation) or reestablishment, of aquatic resources. The goal is to gain area for both wetland and non-wetland waters of the U.S., consistent with the Mitigation Ratio Checklist.
- Availability of adequate hydrology to sustain the mitigation areas. This may be a combination of realigning drainage areas that would be subject to impact by the project and utilizing the increased runoff from graded areas and impervious surfaces, after it has been treated.
- Availability of land for the mitigation area. The initial evaluation was focused on known "willing sellers" identified by the Western Riverside County Regional Conservation Authority (RCA), parcels that have already been identified for full or partial acquisition for the MCP Project, and parcels that are already owned by the RCA or RCTC.
- Proximity to existing or proposed MSHCP conserved lands and MSHCP Criteria Area. Such locations will provide the opportunity for long-term management of the mitigation sites as part of the MSHCP Reserve.

8.1 WATERSHED OVERVIEW

The project site is located in Riverside County within the San Jacinto River Watershed. The San Jacinto River Watershed is approximately 780 square miles and extends about 59 miles from its headwaters in the San Jacinto Mountains to where it drains into Canyon Lake and then into Lake Elsinore. On rare occasions, Lake Elsinore overflows into Temescal Creek, which ultimately flows to the Santa Ana River. During dry periods, the San Jacinto River is essentially dry, contributing little or no flow to Canyon Lake. Typical flows range from 16 cubic feet per (cfs) second in the winter to less than 1 cfs during the dry season. Also within the San Jacinto Watershed is Lake Perris, a 2,320-acre constructed reservoir that marks the southern end of the State Water Project aqueduct system. Within the project area, surface water drains to the San Jacinto River, which generally flows east to west within the project area.

As shown in Figure 3.9.1 of the Final Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the San Jacinto River Watershed is divided into hydrologic areas that are subdivided into hydrologic subareas. The purpose of hydrologic boundaries is to designate the area within a larger watershed that drains in a particular direction to a particular water body. The Pico Avenue and Martin Street mitigation areas are within HUC 180702020306 (see previously referenced Table A for comparison with impact areas) in the Lakeview hydrologic subarea of the Perris hydrologic area. The Sanderson Avenue mitigation area is within HUC 180702020202 in the Gilman Hot Springs hydrologic subarea of the San Jacinto hydrologic area.

8.2 LANDSCAPE SETTING AND POSITION

All three mitigation areas are in more or less flat agricultural land near the San Jacinto River. The Martin Street and Sanderson Avenue mitigation areas are within the 100-year floodplain, while the Pico Avenue mitigation area is just outside the 100-year floodplain.

The Pico Avenue and Sanderson Avenue mitigation areas are mostly within the MSHCP Criteria Area, and the Martin Street mitigation area is entirely within the MSHCP Criteria Area (Appendix A, Figure 3). MSHCP conserved lands are assembled from lands within the Criteria Area based on habitat quality, function for wildlife movement, and other site-specific criteria. Location of the mitigation areas within the Criteria Area provides opportunity for long-term management by the RCA as part of the MSHCP Reserve and also makes development of adjacent lands less likely if they are also located in the Criteria Area. The Criteria Area encompasses lands west and south of the Pico Avenue mitigation area, north, east, and west of the Sanderson Avenue mitigation area, and all around the Martin Street mitigation area. All three areas are near preserved lands—the Sanderson Avenue mitigation area is separated from the San Jacinto River by only an access road and levee, and the other two mitigation areas are just south of the San Jacinto Wildlife Area, but will be separated from it by the MCP.

8.3 TEMPORAL LOSS

Compensatory mitigation for extended temporal loss of the permanent impacts is accounted for in the Mitigation Checklist. The temporal loss refers to the loss of functions and values over time due to the time lag that typically occurs between construction impacts and habitat establishment on the mitigation sites. Both the Pico Avenue and Sanderson Avenue mitigation sites rely on water conveyed through drainage facilities to be modified as part of MCP. Therefore, the mitigation sites cannot be constructed until after the completion of MCP. The Martin Street mitigation site is already owned by RCTC and will not rely on additional water from MCP. Therefore, the Martin Street mitigation site may be constructed prior to impacts on waters of the U.S. and no temporal loss has been included at this time in calculating the mitigation ratio using the Mitigation Checklist for this site.

8.4 SITE-SPECIFIC INFORMATION

8.4.1 Pico Avenue Mitigation Site

The mitigation area is within privately owned parcels that must be at least partially acquired by RCTC for the MCP.

8.4.2 Martin Street Mitigation Site

Parcel 426-020-007 (Appendix A, Figure 4B) is owned by RCTC and is under a conservation easement by RCTC dated May 22, 2013, in favor of the Western Riverside County RCA related to the use of the northern portion of the site by RCTC in mitigating for impacts to vernal pools by the I-215 Widening Project. Property ownership will eventually be transferred to RCA.

The conservation easement (Appendix B) specifies that the property shall remain in a Natural Condition (defined in Section 1 as the condition of the property as it existed at the time the

conservation easement was executed or as modified by allowed activities specified in the conservation easement.) The allowed uses include "habitat enhancement activities" that are "not in direct or potential conflict with the preservation of the Natural Condition" (Section 6 (b)). Any habitat enhancement must be approved by the USACE. Among the Prohibited Uses (Section 3) specified in the conservation easement are the following:

- Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extraction of minerals, loam, gravel, soil, rock, sand, or other material on or below the surface of the Conservation Property;
- Altering the general topography of the Conservation Property, including, but not limited to, building of roads, trails, and flood control work, except as permitted by the Agency Approvals, or as necessary to implement the Mitigation Plan, or any right reserved in Section 6 (Reserved Rights), or Section 16 (Long-Term Maintenance); and
- Manipulating, impounding, or altering any natural watercourse, body of water, or water circulation on the Conservation Property, and activities or uses detrimental to water quality, including, but not limited to, degradation or pollution of any surface or subsurface waters.

8.4.3 Sanderson Avenue Mitigation Site

The mitigation area is within privately owned parcels that must be at least partially acquired by RCTC for the MCP.

8.5 DETERMINATION OF CREDITS

For purposes of CWA Section 404 permitting, the compensatory mitigation will provide replacement of aquatic area and function, within the San Jacinto River Watershed area, based on the determination of credits using the USACE SPD mitigation ratio checklist.

9 MITIGATION WORK PLAN

This mitigation work plan is based on the information available to date and will be updated in a revised HMMP to be completed as part of the Plans, Specifications, and Estimates (PS&E) that will be prepared for project construction. The revised HMMP will include additional details for the physical implementation of the mitigation.

9.1 SUPERVISION

9.1.1 Restoration Ecologist

The Restoration Ecologist will be the RCTC representative in the field and shall be responsible for monitoring the mitigation areas according to the guidelines set forth in this plan. The Restoration Ecologist shall be familiar with all aspects of habitat restoration. The duties of the Restoration Ecologist shall include overseeing all aspects of work performed by the Restoration Contractor. In addition, the Restoration Ecologist shall have the responsibility of documenting and reporting the progress of the developing riparian community to RCTC and the USACE, as well as making recommendations for achieving the performance standards. If necessary, the Restoration Ecologist may also prescribe remedial measures.

9.1.2 Restoration Contractor

The Restoration Contractor responsible for the mitigation shall have successfully completed (with documented agency acceptance) a minimum of three mitigation projects (installation and maintenance) involving arundo removal and establishment of riparian and coastal sage scrub habitats that are comparable to this project in terms of size and species composition. The Restoration Contractor shall provide at least one English-speaking person who is experienced with all aspects of habitat restoration and thoroughly familiar with all aspects of the project, including equipment and materials being utilized or installed and the best methods for their installation and application. This person shall be present at all times during the execution of this work and shall direct and supervise all work specified herein. The job foreperson shall be on site no less than 90 percent of the time that crews are working. The Restoration Contractor shall ensure that sufficient firefighting equipment (e.g., extinguishers and shovels) is available on site to help minimize the chance of human-caused wildfires.

9.2 INSPECTION SCHEDULE

Pre-installation and post-installation inspections by the Restoration Ecologist shall be requested by the Restoration Contractor to certify that all work is completed in compliance with these specifications. Inspections shall be requested at least 48 hours prior to the time inspection is required. Inspection by the Restoration Ecologist shall be required for each phase of work listed below. In addition, the Restoration Ecologist shall inspect the sites more frequently, if necessary, to ensure that

the sites are continuously in compliance with these specifications. Inspection shall be required for the following phases of work, as applicable to the mitigation tasks at each mitigation site:

- Throughout the invasive species removal effort;
- During grading activities;
- Periodically throughout the grow/kill program;
- Following installation of the irrigation system;
- During marking of container plant/cutting locations;
- Following the auguring of container plant/cutting holes (prior to planting);
- During watering-in and planting of container plants/cuttings;
- Following container plant/cutting installation;
- During hydroseeding/hand seeding;
- Monthly throughout the 120-day establishment period;
- At least quarterly throughout the 5-year maintenance period following the 120-day establishment period; and
- Following irrigation system removal.

9.3 PICO AVENUE MITIGATION SITE

9.3.1 Site Description

The Pico Avenue mitigation area is in cropland in Parcels 307-080-008, 307-130-002, and 307-080-005 (Appendix A, Figure 4A). The mitigation will consist of enhancing two agricultural ditches that receive flows from culverts under the MCP.

An existing 36-inch pipe culvert at Station 380+50, just west of Pico Avenue, will be replaced with a 48-inch pipe, which is a 133.4 cfs (Q100 flow) culvert. The portion of the outlet channel within Parcels 307-080-008 and 307-080-005 has a jurisdictional width varying from 3 to 6 feet. It will be widened to a jurisdictional width (channel bottom) of approximately 19 feet. Channel length within the mitigation site will be 1,708 feet, providing a net gain in jurisdictional area for this channel within these parcels of 0.66 acres of non-wetland waters. The channel depth will vary from 2 to 3 feet. Water depths within the channel during a 100-year event will vary from 0.74 to 1.12 feet, with a maximum water velocity of approximately 9.4 ft/sec.

An existing 24-inch pipe culvert at Station 387+50, east and north of Pico Avenue, is a Q100 flow (22.1 cfs). Flows from this culvert will be combined with runoff from MCP surfaces from Detention Basin 391 LT, which will have a Q25 flow of 50 cfs and will be sized to treat the flows from impervious surfaces so that untreated water does not reach the mitigation site. The portion of the outlet channel within Parcels 307-130-002 and 307-080-005 has a jurisdictional width varying from 3 to 4 feet. It will be lengthened and widened to a length of 2,000 linear feet and average jurisdictional width (channel bottom) of approximately 16 feet. Channel length within the mitigation site will be 1,060 feet, providing a net gain in jurisdictional area for this channel within these parcels of 0.33

acres of non-wetland waters. This net gain may be modified slightly once a jurisdictional delineation is conducted after RCTC obtains access for areas outside the drainages covered in the existing Preliminary Jurisdictional Determination for the MCP Project. The channel depth will vary from 2 to 3 feet. Water depths within the channel during a 100-year event will vary from 0.64 to 0.86 feet, with a maximum water velocity of approximately 8.0 ft/sec.

The widening of the drainages will create floodplains within which the active channels can braid and shift in a more natural manner relative the existing agricultural ditches, similar to the reference site at Potrero Creek. Potrero Creek is about 1 mile northeast of the east end of the MCP and consists of a braided sandy wash with sparse alluvial fan sage scrub vegetation.

The proposed channels will follow the existing paths of the drainages. Based on aerial photography from 2011 (Google Earth image taken March 9, 2011), flows through these channels are expected to reach the San Jacinto River in large storm events.

The 4:1 sloped banks of the channels will be considered upland buffer. An additional 100 feet on either side of each channel will also be reserved and vegetated as upland buffer. The total created jurisdictional area for the two channels would be 0.99 acre of non-wetland waters, with 12.96 acres of upland buffer. Construction of the new channels will require modification of configuration of the existing channels.

9.3.2 Construction Methods

Construction methods will be provided in a revised HMMP based on final engineering design.

9.3.3 Timing and Sequence

The Pico Avenue mitigation will be created after construction of the MCP because the site will use runoff flows from the MCP roadway.

9.3.4 Grading

Grading information will be provided in a revised HMMP based on final engineering design.

9.3.5 Soil Management

Soil testing will be conducted prior to or during installation to determine soil suitability and prescribed appropriate soil amendments (if necessary) to ensure adequate growing conditions. Testing will include an assessment of soil texture, nutrients, pH, toxicity and compaction, among other factors.

9.3.6 Control of Invasive Exotic Plants

Initial weed removal will focus on biomass removal and disposal off site. If present, cut stumps will be treated with appropriate chemicals to kill the entire plant. If weed seed is present, seeds will be captured in

a manner that does not cause dispersal. Follow-up weed control will occur at a frequency that will effectively treat resprouts and new seedlings. The weed-control activities will focus on interrupting weed seed production while native vegetation is growing and establishing.

Grow-kill cycles shall be implemented by the Restoration Contractor within the mitigation-site as required to achieve the performance criteria, particularly if noxious species are anticipated to be present. The Restoration Ecologist will determine the commencement and completion deadlines for grow-kill cycles throughout the year.

"Grow-kill" is a process of depleting the seed bank in the soil by promoting the growth of plants (through irrigation, if rainfall is not sufficient) and then killing the seedlings with herbicide before they set seed. Unless there is adequate natural rainfall (as determined by the Restoration Ecologist), the Restoration Contractor shall begin a grow-kill cycle by irrigating the mitigation site. Excess irrigation runoff shall not be allowed, and the Restoration Contractor shall be responsible for the source and expense of the water needed for this task. The areas shall be irrigated with sufficient water to initiate and promote vegetative growth. Once the vegetative growth reaches a height of approximately 3 inches, all nonnative vegetation within the revegetation areas shall be treated with herbicide in accordance with the specifications under "Weed Control" in the Maintenance Plan section below. Any plants that germinate within the revegetation areas during this phase shall be removed before they produce flowers, set seed, or reach a height of 6 inches, whichever occurs first. Following each grow-kill cycle, all of the thatch will be removed and legally disposed of off the site. The duration of the grow-kill cycles shall be determined by the Restoration Ecologist, based on the persistence of noxious species after the first season.

The Restoration Ecologist will visit the areas periodically to determine when grow-kill events should occur and will notify the Restoration Contractor when irrigation or herbicide treatment is necessary. Timing will be based on the cover and height of noxious species. Timing is crucial in the implementation of grow-kill cycles; thus, upon receiving notification, the Restoration Contractor will have 10 working days to complete the specified task. Though the Restoration Ecologist will be making recommendations regarding timing of herbicide application and irrigation, throughout this period, it will be the responsibility of the Restoration Contractor to monitor the progress of the weeds on site and to remove or spray weeds before they set seed.

9.3.7 Sources of Water and Irrigation

In order to prevent loss of the plantings during periods of dry conditions and to help establish newly installed vegetation, a temporary irrigation system (subject to approval by the Restoration Ecologist) may be installed by the Restoration Contractor. It may not be practical to install a temporary irrigation system within all of the mitigation areas. In the absence of well water or potable water supply, plants may be installed with DRiWATER® (or other system) to provide some additional soil moisture during plant establishment. Established native vegetation does not require irrigation under normal conditions, so supplemental irrigation will be applied sparingly and used primarily to establish the native plant community. Irrigation will not be placed within jurisdictional waters of the U.S. All water used for irrigation shall be free of excess chlorine, salts, and other impurities.

The Restoration Contractor will be responsible for the inspection and maintenance of the irrigation system. Irrigation will be discontinued approximately 2 years before the end of the monitoring period.

The long-term sources of water for this mitigation site will be natural runoff from the local watershed, as well as runoff from the MCP Project directed onto the site through Detention Basin 391 LT.

9.3.8 Erosion Control and BMPs

Erosion control measures shall be installed and maintained per applicable permit conditions and as appropriate and practicable to avoid increased erosion and/or sedimentation. Best Management Practices (BMPs) may include one or more of the following techniques: fiber rolls, silt fence and sandbag/gravel bags, hydroseed mixes containing "nurse crop" species, and biotechnical materials such as wattles plant materials and natural organic material such as coir blankets. All materials shall be subject to approval by the Restoration Ecologist prior to purchase and/or installation by the Restoration Contractor. Headwall structures and riprap will be installed at the outlet of the pipe at the west end of each channel, and outer channel banks will be reinforced with riprap at angle points.

9.3.9 Plant Palette and Installation of Container Plants and Cuttings

Native coastal sage scrub species will be planted to promote channel stability and increase habitat quality for wildlife. Plant palettes will be tailored to provide site-appropriate vegetation composition, structure, and density that is consistent with site hydrology (flow regime), groundwater, and soils in the mitigation areas. Riversidean upland sage scrub species will be planted on the channel slopes and in the upland buffer areas, and Riversidean alluvial fan sage scrub species will be planted in the channel bottom.

Riversidean upland sage scrub species occurring in the site vicinity and at the reference site at Potrero Creek, and suitable for planting in the channel slope and buffer areas, include the following:

- California aster (*Corethrogyne filaginifolia*);
- California croton (*Croton californicus*);
- Sacred thorn-apple (*Datura wrightii*);
- Brittlebush (*Encelia farinosa*);
- Box Springs goldenbush (*Ericameria palmeri* var. *pachylepis*); and
- California buckwheat (*Eriogonum fasciculatum*).

Riversidean alluvial fan sage scrub species suitable for planting in the channel bottom include the following:

- Annual bur-sage (*Ambrosia acanthicarpa*);
- Tarragon (*Artemisia dracunculus*);
- California croton (*Croton californicus*);
- Sacred thorn-apple (*Datura wrightii*);
- Box Springs goldenbush (*Ericameria palmeri* var. *pachylepis*);
- California buckwheat (*Eriogonum fasciculatum*);

- Telegraph weed (*Heterotheca grandiflora*); and
- Scalebroom (*Lepidospartum squamatum*).

This selection of plant communities and species is based on vegetation in the site vicinity and at a reference site in Potrero Creek just south of Gilman Springs Road (Appendix A, Figure 1: Sheet 11). Potrero Creek is a braided sandy wash with sparse Riversidean alluvial fan sage scrub vegetation.

Maps showing planting locations will be provided in a revised HMMP or other document as engineering plans are refined. Specified plant materials may include live cuttings and nursery container plants of various sizes, including deep pots. Native seed mixes will be used to increase species diversity and for erosion control. All materials used for this HMMP are subject to approval by the Restoration Ecologist.

A representative sample of all container plants must be inspected and approved by the Restoration Ecologist at the time of delivery. All plants shall be healthy and in good condition. The roots shall be young roots that fill the container and must not be wrapped around the sides of the containers. Any plants that, in the opinion of the Restoration Ecologist, are incapable of surviving for 120 days following good installation techniques will be returned to the nursery to be either replaced or regrown for installation during the following growing season. Upon receipt, the container plants shall be stored in such a way that natural elements (e.g., dryness, heat, or excessive wind) will not hinder their growth or kill the plants prior to installation. All container plants shall be installed within 5 days following acceptable delivery.

Plant installation methods will be appropriate to the type of material. Each container plant will be installed in an excavated plant pit. Water will be added at the time of planting to charge the soil below the planting location. Fertilizers are not anticipated to be used during installation; however, other beneficial soil amendments may be used to counteract chemical imbalances found in the soil that could have a negative effect on plant survival and natural recruitment. Plants will be installed at the optimum time of year to maximize plant survival, generally in late fall or winter when ambient daily temperatures are low and rainfall is present.

All container plants/cuttings shall be maintained at a 90 percent survival rate throughout the first 120 days, an 80 percent survival rate at the first year mark, and a 95 percent survival rate thereafter unless vegetation suitable to the area is filling in by natural recruitment. The lists of container plants/ cuttings and densities to be installed within the mitigation area will be provided in a revised HMMP.

9.3.10 Installation of Seed

Seed mixes of native coastal sage scrub and grassland forb and grass species will be installed using appropriate methods such as hydroseeding, imprinting, and direct hand broadcasting. Hydroseeding may be used where site size and access make it practicable. Hand seeding will be used in smaller areas and areas with limited access. Plants and seed will be installed at the optimum time of year to maximize plant survival, generally in late fall or winter when ambient daily temperatures are low and rainfall is present. The list of species in the seed mix will be provided in a revised HMMP.

9.3.11 Avoidance Measures

The northern portion of the mitigation area is in the MSHCP survey area for LAPM, and a strip along the north edge is not actively farmed. It may provide suitable habitat for LAPM and for Stephens' kangaroo rat. The site may also be suitable for burrowing owl. Surveys will be conducted for small mammals and burrowing owl prior to construction. If the site is found to be occupied by any of these species, fencing or flagging will be used as appropriate to delineate sensitive habitat areas that should be avoided. If burrowing owls are found in the impact areas, they will be relocated as appropriate under the direction of the CDFW before project construction. Contractor training and monitoring will also be utilized to reduce the likelihood of worker contact with sensitive species and to minimize damage to their habitats. Environmentally Sensitive Area (ESA) fencing will be installed downstream to ensure additional impacts to jurisdictional waters are avoided.

9.3.12 Estimated Cost of Mitigation

Estimated cost of mitigation will be provided in a revised HMMP based on final engineering design.

9.4 MARTIN STREET MITIGATION SITE

9.4.1 Site Description

The Martin Street mitigation site is east of Martin Street in the 100-year floodplain of the San Jacinto River (Appendix A, Figure 4B). This area is currently utilized as cropland but still has some native alkali grassland species.

A 4.72-acre (bottom area) shallow basin within Parcel 426-020-007 will be created as a lateral extension to an existing drainage that runs through the parcel into the San Jacinto River, by removing an existing berm and by lowering the ground elevation 1 to 3 feet to match the depth of the drainage. The existing drainage will be the northwest edge of the created basin (functioning as an alkali playa/ floodplain). The basin will provide additional USACE jurisdictional non-wetland waters and enhanced habitat value for sensitive floodplain plant species such as Coulter's goldfields, smooth tarplant, and San Jacinto Valley crownscale. The basin will be fed primarily by direct rainfall (similar to the mitigation vernal pools on the northern portion of the same parcel). The basin will also receive occasional flows from the existing drainage and may also receive backflows through this drainage from the San Jacinto River during large storm events. The vegetation within the basin is expected to be similar to that in the mitigation vernal pools and in other alkali playa and vernal pool areas in the San Jacinto River floodplain.

The net gain in jurisdictional area will be 4.61 acres after accounting for the existing 0.11-acre wetland delineated by Glenn Lukos Associates within the proposed basin area (Appendix A, Figure 4B), as discussed previously. The existing wetland area is dominated by nonnative annual vegetation. This wetland area is not within a drainage system and relies primarily on direct rainfall. After construction of the mitigation basin, the entire basin bottom, including this existing wetland area, is expected to be of higher quality due to removal of fertilized soils and to weed removal efforts. It is also likely to qualify as wetland due to the perching of rainfall on the clay soils. For purposes of mitigation credits, however, the entire basin area will be considered non-wetland.

9.4.2 Construction Methods

Construction methods will be provided in a revised HMMP based on final engineering design.

9.4.3 Timing and Sequence

The Martin Street mitigation will be created prior to construction of the MCP.

9.4.4 Grading

Grading information will be provided in a revised HMMP based on final engineering design.

9.4.5 Soil Management

Soil testing will be conducted prior to or during installation to determine soil suitability and prescribe appropriate soil amendments (if necessary) to ensure adequate growing conditions. Testing will include an assessment of soil texture, nutrients, pH, and compaction, among other factors.

9.4.6 Control of Invasive Exotic Plants

Invasive exotics will be controlled in the same manner as described previously for the Pico Avenue mitigation site.

9.4.7 Sources of Water and Irrigation

An irrigation system may be used, if needed, as described previously for the Pico Avenue mitigation site.

The long-term sources of water for this mitigation site will be direct rainfall, natural runoff from the local watershed, as well as occasional flows from the adjacent drainage and potential backflows from the San Jacinto River during large storm events. The plant species adapted to this habitat will rely on retention of water over heavy soils.

9.4.8 Erosion Control and BMPs

Erosion control measures will be utilized as described for the Pico Avenue mitigation site.

9.4.9 Plant Palette and Installation of Container Plants and Cuttings

Native alkali grassland and alkali playa species will be planted to promote site stability and increase habitat quality. These species may all be planted as seeds. If container plantings are needed, planting methods and requirements will be the same as those described for the Pico Avenue mitigation area. The lists of container plants and densities to be installed within the mitigation area will be provided in a revised HMMP. Alkali grassland species will be planted on the basin slopes and bottom, and alkali playa species will be planted in the basin bottom.

Alkali grassland species occurring in the site vicinity and suitable for planting in the basin slopes and bottom include the following:

- Silverscale saltbush (*Atriplex argentea* var. *expansa*);
- Spreading alkali-weed (*Cressa truxillensis*);
- Saltgrass (*Distichlis spicata*);
- Alkali heath (*Frankenia salina*); and
- Bush seepweed (*Suaeda nigra*).

Alkali playa species occurring in the site vicinity and suitable for planting in the basin bottom include the following:

- Smooth tarplant (*Centromadia pungens* ssp. *laevis*);
- Spreading alkali-weed (*Cressa truxillensis*);
- Alkali mallow (*Malvella leprosa*);
- Coulter's goldfields (*Lasthenia glabrata* ssp. *coulteri*); and
- Alkali plagiobothrys (*Plagiobothrys leptocladus*).

This selection of plant communities and species is based on vegetation in shallow depressions in the site vicinity.

9.4.10 Installation of Seed

Seed mixes of native annual grassland and alkali grassland forb and grass species will be installed as described for the Pico Avenue mitigation site. The species to be included in the seed mix will be selected based on the native species found in alkaline areas in the project vicinity. The list of species in the seed mix will be provided in a revised HMMP.

9.4.11 Avoidance Measures

Surveys for burrowing owl and sensitive plant species, including spreading navarretia, smooth tarplant, San Jacinto Valley crownscale, and Coulter's goldfields, will be conducted prior to construction. Unavoidable impacts to sensitive plant species will be quantified. If burrowing owls are found in the impact areas, they will be relocated as appropriate under the direction of the CDFW before project construction. Habitat areas of sensitive species outside the mitigation project footprint will be flagged or fenced for avoidance prior to construction, particularly the northern portion of Parcel 426-020-007, which is a vernal pool mitigation site for RCTC's I-215 Central Widening Project. Contractor training and monitoring will also be utilized to reduce the likelihood of worker contact with sensitive species and to minimize damage to their habitats.

9.4.12 Estimated Cost of Mitigation

Estimated cost of mitigation will be provided in a revised HMMP based on final engineering design.

9.5 SANDERSON AVENUE MITIGATION SITE

9.5.1 Site Description

The Sanderson Avenue mitigation area is in cropland at the west edge of Sanderson Avenue (SR-79 and planned MCP; Appendix A, Figure 4C). Existing wetlands in this area are within active cropland, so are dominated by nonnative weedy and crop species.

Treated runoff from MCP surfaces will be conveyed from Detention Basin 914 LT (as depicted on Appendix A, Figure 4C) through a new channel for distance of approximately 140 linear feet to a constructed wetland basin. The detention basin is designed and sized to treat runoff from impervious surfaces of the MCP so that untreated water does not reach the mitigation basin. The mitigation basin will be constructed by lowering the site elevation by approximately 3 feet to about 1,454 feet elevation to accept the water from the channel. The mitigation basin bottom will cover 1.72 acres and will support wetland vegetation. The channel bottom will cover 0.04 acre and will be non-wetland waters. The combined Q25 from basin 914 LT and the local watershed area of Parcel 430-120-012 will be approximately 56 cfs. The yearly rain volume is estimated at 892,230 cubic feet. Water velocity for a 25-year storm event in the channel will be about 3.04 ft/sec.

Although there are wetland areas in close proximity to the mitigation basin, they should not be substantially affected in a negative manner by any changes in groundwater levels from the proposed mitigation. The nearby agricultural wetlands rely on direct precipitation and local runoff, not on groundwater. The addition of substantial water supply to the mitigation basin may benefit these adjacent wetlands by raising the water table.

9.5.2 Construction Methods

Construction methods will be provided in a revised HMMP based on final engineering design.

9.5.3 Timing and Sequence

The Sanderson Avenue mitigation will be created following construction of the MCP because the site will use runoff flows from the MCP roadway.

9.5.4 Grading

Grading information will be provided in a revised HMMP based on final engineering design.

9.5.5 Soil Management

Soil testing will be conducted prior to or during installation to determine soil suitability and prescribe appropriate soil amendments (if necessary) to ensure adequate growing conditions. Testing will include an assessment of soil texture, nutrients, pH, and compaction, among other factors.

9.5.6 Control of Invasive Exotic Plants

Invasive exotics will be controlled in the same manner as described previously for the Pico Avenue mitigation site.

9.5.7 Sources of Water and Irrigation

An irrigation system may be used, if needed, as described previously for the Pico Avenue mitigation site.

The long-term sources of water for this mitigation site will be natural runoff from the local watershed, as well as runoff from the MCP directed onto the site through Detention Basin 914 LT. As the mitigation basin will be near the same elevation as existing nearby wetlands with riparian forest, and will receive additional flows to create a locally higher water table, trees within the mitigation site will have access to groundwater.

9.5.8 Erosion Control and BMPs

Erosion control measures will be utilized as described for the Pico Avenue mitigation site. In addition, riprap would be placed at the outlet of the BMP basin. Due to the low flow velocity, no armoring will be needed elsewhere.

9.5.9 Plant Palette and Installation of Container Plants and Cuttings

Native riparian forest, riparian scrub, annual and alkali grassland, and marsh species (as appropriate) will be planted to promote channel stability and increase habitat quality. Planting methods and requirements will be the same as those described for the Pico Avenue mitigation area. The lists of container plants/cuttings and densities to be installed within the mitigation area will be provided in a revised HMMP. Alkali grassland species will be planted on the basin and channel slopes and in the channel bottom, and riparian forest, riparian scrub, and marsh species will be planted in the basin bottom.

Alkali grassland species occurring in the site vicinity and suitable for planting on the basin and channel slopes and in the channel bottom include the following:

- Fourwing saltbush (*Atriplex canescens*);
- Bractscale (*Atriplex serenana* var. *serenana*);
- Saltgrass (*Distichlis spicata*); and
- Salt heliotrope (*Heliotropium curassavicum*).

Riparian forest, riparian scrub, and marsh species occurring in the site vicinity and suitable for planting in the basin bottom include the following:

- Mule fat (*Baccharis salicifolia*);
- Tall flatsedge (*Cyperus eragrostis*);
- Fremont cottonwood (*Populus fremontii*);
- Goodding's willow (*Salix gooddingii*); and
- Broadleaf cattail (*Typha latifolia*).

This selection of plant communities and species is based on vegetation in agricultural and riparian wetlands in the site vicinity.

9.5.10 Installation of Seed

Seed mixes of native annual grassland and alkali grassland forb and grass species will be installed as described for the Pico Avenue mitigation site. The species to be included in the seed mix will be selected based on the native species found in alkaline areas in the project vicinity. The list of species in the seed mix will be provided in a revised HMMP based on final engineering design.

9.5.11 Avoidance Measures

A survey for burrowing owl will be conducted prior to construction. If burrowing owls are found in the impact areas, they will be relocated as appropriate under the direction of the CDFW before project construction. Burrowing owl habitat areas outside the mitigation project footprint will be flagged or fenced as appropriate for avoidance prior to construction. Contractor training and monitoring will also be utilized to reduce the likelihood of worker contact with sensitive species and to minimize damage to their habitats.

9.5.12 Estimated Cost of Mitigation

Estimated cost of mitigation will be provided in a revised HMMP based on final engineering design.

10 MAINTENANCE PLAN

Maintenance of the mitigation areas must be performed in accordance with the following specifications until the performance standards are achieved and USACE acceptance has been received.

Typical maintenance requirements include the following:

- Weed control (including specifications for use of herbicides);
- Erosion control;
- Pest control; and
- Irrigation operation, repair, and maintenance.

During the first 120 days after the installation is complete, the plant communities must be maintained regularly to ensure their successful establishment. At the end of the 120-day establishment period, a thorough inspection of the mitigation areas shall be conducted by the Restoration Ecologist, and a list of those container plants that are dead within the mitigation areas shall be submitted to the Restoration Contractor. Dead or missing container plants will be replaced with the same or other appropriate species unless vegetation suitable to the mitigation site is filling in by natural recruitment. The species and planting locations shall be determined by the Restoration Ecologist.

Maintenance schedules will depend on the site-specific conditions relative to weeds, and temporary irrigation, etc. Therefore, maintenance requirements will be set forth in terms of performance specifications rather than time schedules. These performance specifications will be closely tied to the overall mitigation site performance standards discussed below.

10.1 INSPECTION SCHEDULE

Inspections by the Restoration Ecologist shall be requested by the Restoration Contractor to certify that all work is completed in compliance with these specifications. Inspections shall be requested at least 48 hours prior to the time inspection is required. The Restoration Ecologist shall inspect the sites more frequently, if necessary, to ensure that the sites are continuously in compliance with these specifications. Inspection shall be required at least quarterly throughout the maintenance period following the 120-day establishment period and following irrigation system removal. See the Mitigation Work Plan section for additional inspection requirements.

10.2 WEED CONTROL

In order to help establish the developing riparian, coastal sage scrub, and annual grassland communities, nonnative weeds shall be removed from the mitigation areas to reduce the amount of competition for natural resources, including water, nutrients, and sunlight. The amount of weeding

required will be determined by the amount of weed seed in the soil, weather conditions, and the diligence and persistence in removing the weeds before they produce more seed, thereby reducing the weed seed bank. The following weeding guidelines shall be adhered to continuously:

- The percent cover by nonnative weeds must be kept below 10 percent, invasive herbaceous nonnative weeds must be kept below 5 percent, and invasive perennial nonnative weeds must be absent. Invasive species are those listed as having "High" or "Moderate" rates of dispersal and establishment on the California Invasive Plant Inventory.
- No more than 5 percent of the mitigation areas may be covered at any time by weeds that have reached the seed dispersal stage.

With the exception of those weed species that cannot be eradicated through manual removal (e.g., giant reed [*Arundo donax*]), weeds present shall be removed manually. Herbicide is only permitted within the mitigation areas with the written authorization of the Restoration Ecologist. No weed whipping or string-line trimmers shall be permitted within the mitigation areas without the written authorization of the Restoration Ecologist. Special care must be taken to prevent damage to native plants. Native plants intentionally or unintentionally damaged shall be replaced as needed in the form of container plants during the next growing season in order to attain the performance standards. All nonnative vegetative debris accumulated as a result of weed removal activities shall be legally disposed of off-site.

In order to apply an unrestricted herbicide (e.g., Roundup Pro, Rodeo, or Aquamaster), the Restoration Contractor must have a Pest Control Business License, which requires that at least one individual employed by the Restoration Contractor be in possession of a Qualified Applicator's License (QAL). If a QAL is not present during treatment, all applicators must have undergone documented herbicide application training. All licenses must be issued by the State of California, be registered in Riverside County (or nearby Counties), and be of current status.

In aquatic situations, only an EPA approved, glyphosate-based systemic herbicide approved for aquatic use may be applied. No pre-emergent herbicides may be used.

Spraying shall be conducted only when weather conditions are conducive to effective uptake of the herbicide by the targeted species (i.e., sunny, dry, and when plants are actively growing) and when wind conditions are such that herbicide drift is nonexistent (5 miles per hour or less). During herbicide application, protection or avoidance of non-targeted species (i.e., native vegetation) is required. Any non-targeted species lost within the mitigation areas due to intentional or unintentional application of herbicide shall be replaced during the following planting season at the direction of the Restoration Ecologist.

10.3 EROSION CONTROL

Temporary, low-impact erosion control measures will be installed as needed following removal of invasive plants to prevent adverse water, soil, or runoff conditions. Once sufficient vegetative cover has developed to prevent erosion, any temporary erosion control devices will be removed. The Restoration Contractor shall be responsible for all erosion control maintenance required for the entire term of the contract. Erosion control shall include, but not be limited to: (1) continuation of non-vegetative erosion control, as necessary; and (2) repair of damaged plants, rutting, and washouts.

10.4 PEST CONTROL

Insect and herbivore damage control shall be accomplished using only those methods approved by the Restoration Ecologist. No pesticides may be used. This may require fencing or caging all container plants at the earliest sign of damage. In addition, any insect infestation shall be treated as necessary to protect the health and establishment of the plant community, per the recommendation of the Restoration Ecologist. Access shall be provided to Riverside County Vector Control at all times for the purpose of mosquito control.

10.5 IRRIGATION

The Restoration Contractor shall be responsible for the inspection and maintenance of the irrigation system throughout the mitigation areas. The Restoration Contractor shall be responsible for the removal of the irrigation system prior to completion of the project.

10.6 LITTER REMOVAL

All trash and other debris shall be removed from the mitigation areas prior to and during mitigation activities. All planted and seeded areas shall be kept neat, clean, and free of non-vegetative debris and trash (including vegetative debris accumulated during weeding activities, which shall be removed as specified).

10.7 PRUNING AND LEAF LITTER REMOVAL

The goal of the HMMP is to create naturally occurring habitat; therefore, no pruning or leaf litter removal shall take place within the mitigation areas. All dead branches shall be left on the shrubs and trees, and all leaf litter and fallen branches shall be left in place and not cleared away from the plantings.

10.8 FERTILIZER

No fertilizers shall be used on the mitigation areas during the maintenance period unless directed by the Restoration Ecologist.

10.9 RESPONSIBLE PARTIES

Applicant/Permittee: Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, California 92501
Contact: Alex Menor

11 ECOLOGICAL PERFORMANCE STANDARDS

In the revised HMMP that will be prepared based on final engineering design, interim and final performance standards will be provided based on reference sites, if available. Reference sites may include the following: alluvial fan of Potrero Creek northeast of the SR-79 crossing of the San Jacinto River (for the Pico Site), the vernal pool mitigation site immediately to the north of the Martin Street site or alkali playa along the San Jacinto River floodplain (for the Martin Street site), and the San Jacinto River near SR-79 (for the Sanderson Avenue site). Performance standards will be based on functions that are objective and verifiable. Measured functions may include, but are not be limited to, vegetation cover, exotics cover, microtopographic variations, biochemical functions, wildlife usage, and hydrology (flood frequency) or other aquatic resource characteristics. The performance standards will be developed according to 12505-SPD Uniform Performance Standards for Compensatory Mitigation Requirements (USACE 2012).

12 MONITORING REQUIREMENTS

12.1 MONITORING SCHEDULE

Monitoring will be conducted by a Restoration Ecologist during all mitigation project phases, including construction/installation, the 120-day plant establishment period, and the interim monitoring period prior to site transition to long-term management.

Monitoring methods would be appropriate for the target vegetation community. These methods include qualitative and quantitative approaches to determine the site response to mitigation treatments. Both types of data collection would be used to determine the project trajectory and to inform decisions regarding maintenance regime and remedial actions.

The post-installation monitoring program will be as follows:

- Monitoring for survival, appearance, function, wildlife usage, and general compliance will be completed monthly during the 120-day establishment period and at least quarterly thereafter until the performance standards are met.
- A survey will be conducted in spring/summer of each year. Qualitative data will be collected on native and nonnative vegetation cover, species composition, survival, appearance, and function of the plant community. In addition to qualitative data, quantitative data on native and nonnative vegetation cover and species composition will be collected along point-intercept transects positioned at regular intervals in the mitigation areas.

12.2 DOCUMENTATION AND MONITORING REPORTS

As part of the site inspections and annual surveys, the Restoration Ecologist will prepare field memos. The field memos will record general ecological observations and make maintenance recommendations and will be sent to RCTC and the Restoration Contractor.

Approximately 90 days following installation, the Restoration Ecologist will prepare an as-built report and submit it to the RCTC and the USACE. The report will include the following:

- Date(s) on which all compensatory mitigation construction activities were completed;
- Schedule for future mitigation monitoring, implementation, and reporting pursuant to the final, USACE-approved mitigation plan;
- Summary of compliance status with each special condition of the associated USACE permit or verification (including any noncompliance previously having occurred or currently occurring and corrective actions taken to achieve compliance);
- Photographs of the aquatic habitats constructed at the compensatory mitigation site, including before photos for those aspects directly associated with pre-existing waters of the U.S.; and

- As-built drawings for the entire compensatory mitigation project.

Each following year until the performance standards are achieved, an annual report will be prepared and submitted by the Restoration Ecologist to the RCTC and the USACE by September 30 of each year. The report will include the following:

- A summary of the 120-day establishment period monthly site inspections and quarterly site inspections for the first year, and a summary of the quarterly site inspections for each year thereafter;
- A description of the existing condition of the mitigation areas, including descriptions of vegetation composition and weed species;
- A description of the maintenance and remedial activities (including revegetation and weed removal) and when they were conducted;
- A summary of the qualitative and quantitative data collected;
- Any observations of wildlife species observed at the sites;
- A discussion of any problems encountered during mitigation;
- A mitigation site map identifying habitat types, transect locations, and photo station locations, etc. as appropriate; and
- Photo documentation at specified locations.

12.3 AGENCY CONFIRMATION

Upon submittal of the final annual monitoring report, the Permittee will coordinate with the USACE to schedule a site visit to confirm the completion of the compensatory mitigation effort and any jurisdictional delineation. The compensatory mitigation will not be considered complete without an on-site inspection by a USACE representative and written confirmation that approved success criteria have been achieved. The USACE representative may decide to waive the site visit and provide written confirmation upon reviewing the final monitoring report. It is the Permittee's responsibility to continue maintenance and monitoring of the mitigation site until the USACE provides written confirmation that the site has achieved success.

12.4 RESPONSIBLE PARTIES

Applicant/Permittee: Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, California 92501
Contact: Alex Menor

13 SITE PROTECTION AND LONG-TERM MANAGEMENT PLAN

13.1 SITE PROTECTION AND MANAGEMENT

Once the performance standards for the compensatory mitigation sites have been met, the RCTC will protect and provide for the management of the sites in perpetuity. Ownership of and management responsibility for the mitigation sites will most likely be conveyed to the Western Riverside County RCA for long-term management and implementation of a Long-Term Management Plan (LTMP) as part of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Management and Adaptive Management Programs.

A detailed LTMP will be prepared and submitted to the USACE for approval prior to or within 3 months of initiation of impacts of the MCP Project. Documentation of RCA's willingness to accept responsibility of the long-term management of the site will be provided in the LTMP. Long-term management will include such measures as regular removal of trash and invasive plants, and maintenance of any signage or fencing at the sites. As part of the LTMP, perpetual conservation will be ensured through establishment of a conservation easement or other USACE-approved mechanism. The final LTMP will also include detailed information on ownership, financing, and management responsibility, including the USACE-approved mechanism for ensuring necessary funding of the management of the sites in perpetuity, including the analysis used to determine the necessary funding amount.

13.2 RESPONSIBLE PARTIES

Applicant/Permittee:
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, California 92501
Contact: Alex Menor

Long-Term Manager (proposed):
Western Riverside County
Regional Conservation Authority
3403 10th Street, Suite 320
Riverside, California 92501

14 ADAPTIVE MANAGEMENT PLAN

Adaptive management is a strategy to deal with unexpected changes in site conditions, responsibilities, or performance of the site so that the compensatory mitigation project achieves its objectives and ecological performance standards.

Potential problems that may trigger a need for adaptive management include failure to attain interim and/or final performance standards, fire, unanticipated channel instability, substantial infestation by nonnative plants and animals, and unanticipated anthropogenic problems such as large-scale trespassing and vandalism.

The Restoration Ecologist will regularly analyze site progress as part of the quarterly evaluations and will suggest remedial measures to address unforeseen changes in site conditions or other components of the mitigation project.

The USACE must be notified as soon as possible if performance standards are not met for all or any portion of the compensatory mitigation project in a monitoring year. Modifications to the USACE-approved mitigation plan require prior approval by the USACE and must comply with the conditions of the Section 404 permit.

Minor problems, such as trash, vandalism, isolated instances of plant mortality, or small-scale weed or pest infestations will be rectified as they are discovered during routine site monitoring and maintenance and included in annual reporting, and do not require reporting to the USACE. Large-scale corrective measures require coordination with the USACE, and such measures may include, but are not limited to, regrading part or all of the compensatory mitigation site, replanting more than 20 percent of the site to improve species cover or diversity, supplemental soil amendments, or installation of new or replacement of fencing and signage at a new location or with a new design, or modification of management activities such as large-scale weeding or supplemental irrigation.

RCTC is ultimately responsible for the success of the implementation and will take corrective action if any component is not achieving the performance standards.

15 FINANCIAL ASSURANCE

RCTC will provide a Letter of Assurance to the USACE prior to the start of construction of the MCP Project to ensure the initiation and successful completion of the compensatory mitigation obligations. The Letter of Assurance will create a permanent line-item in RCTC's annual budget that allocates sufficient funding to implement remedial measures, including legal fees and acquisition costs for an alternate site, should the mitigation be unsuccessful. The Letter of Assurance will also provide funding for long-term management, as needed.

16 REFERENCES

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APPENDIX A

FIGURES

LEGEND

- Limits of Jurisdictional Delineation
- MCP Footprint (Right-of-way)
- Photo Location
- Reach Boundaries for Jurisdictional Delineation

USACE Jurisdiction (2013)

- Potential USACE Wetlands
- Potential USACE Non-wetland Waters
- USACE Wetlands*
- USACE Non-wetland Waters*

*SR-79 Realignment Project Approved JD

- (#5) Drainage System with #
- (M11) Miscellaneous Drainage with #
- Features USACE may determine to be isolated in an Approved JD

SOURCE: Eagle Aerial (3/2010 and 2009), Jacobs Engineering (2013)

0 500 1000 FEET

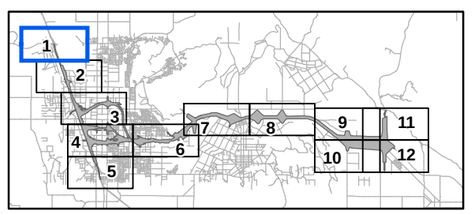

FIGURE 1
Sheet 1 of 12

Potential USACE Jurisdictional Impact Sites

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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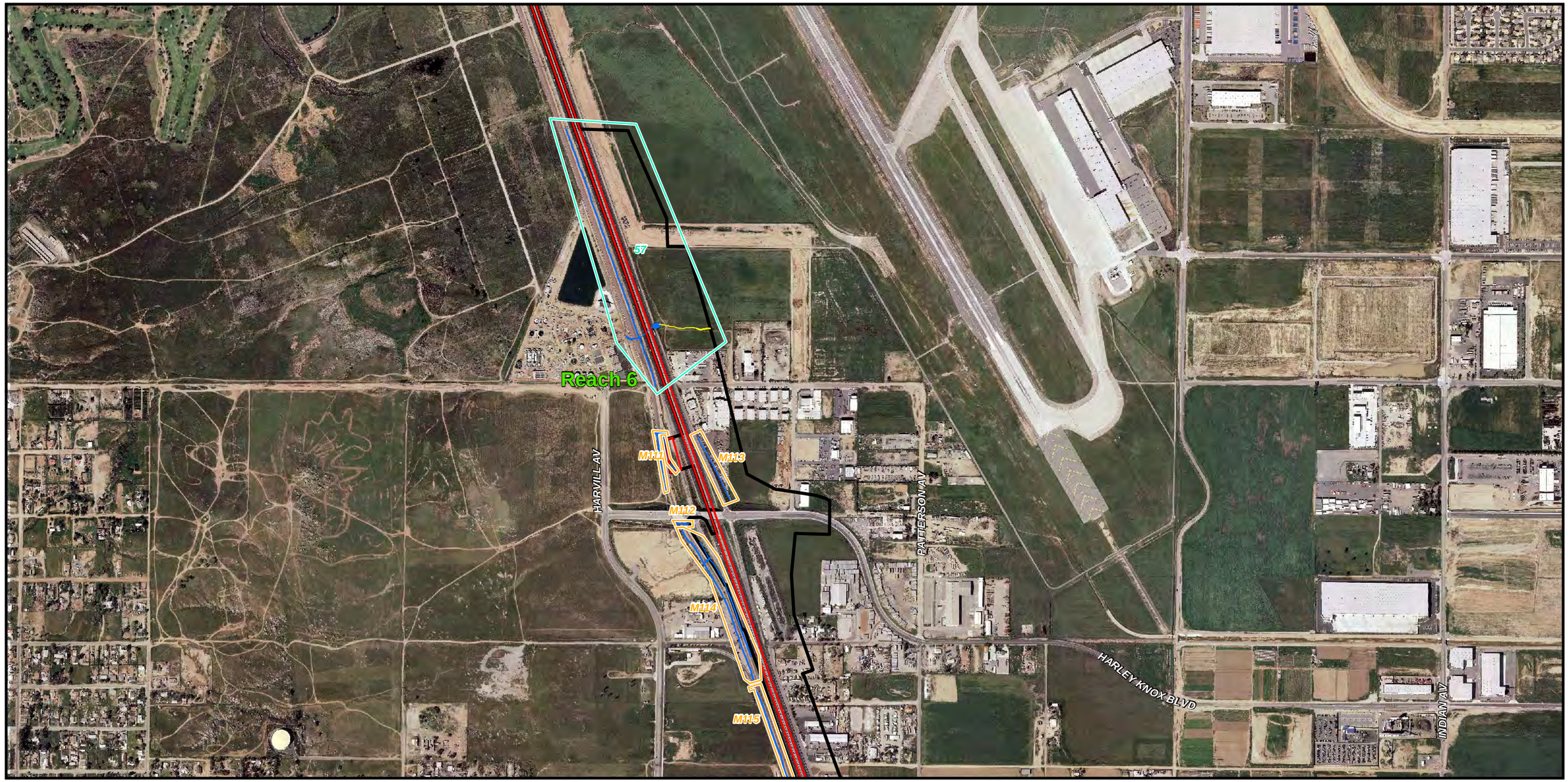

LEGEND

- Limits of Jurisdictional Delineation
- MCP Footprint (Right-of-way)
- Photo Location
- Reach Boundaries for Jurisdictional Delineation

USACE Jurisdiction (2013)

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- Potential USACE Non-wetland Waters
- USACE Wetlands*
- USACE Non-wetland Waters*

*SR-79 Realignment Project Approved JD

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SOURCE: Eagle Aerial (3/2010 and 2009), Jacobs Engineering (2013)

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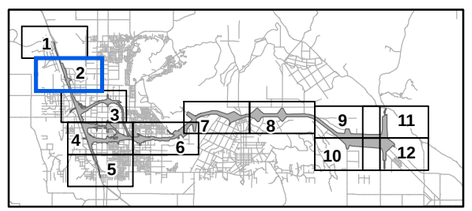

FIGURE 1
Sheet 2 of 12

Potential USACE Jurisdictional Impact Sites

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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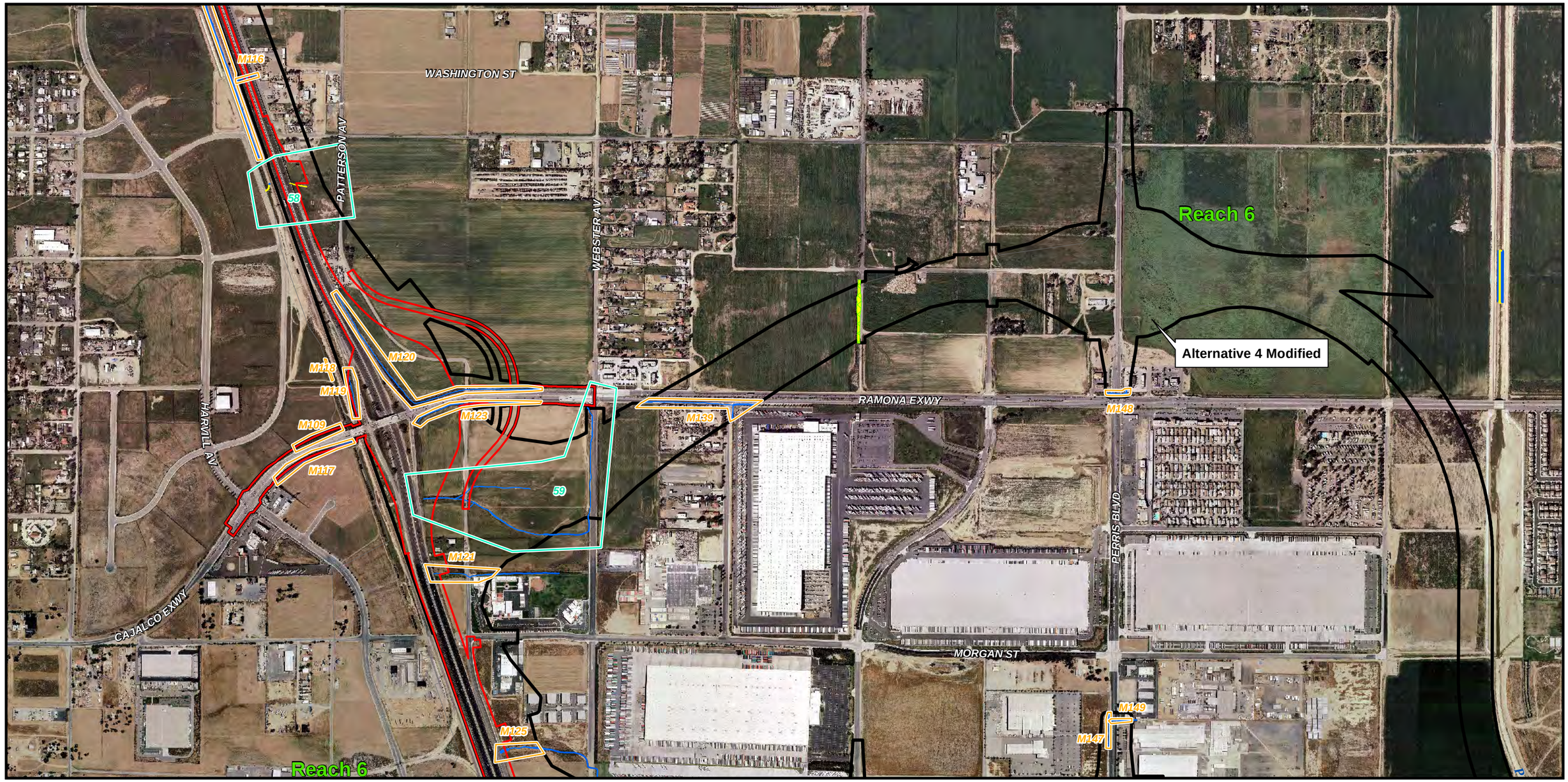

LEGEND

- Limits of Jurisdictional Delineation
- MCP Footprint (Right-of-way)
- Photo Location
- Reach Boundaries for Jurisdictional Delineation

USACE Jurisdiction (2013)

- Potential USACE Wetlands
- Potential USACE Non-wetland Waters
- USACE Wetlands*
- USACE Non-wetland Waters*

*SR-79 Realignment Project Approved JD

- (#5) Drainage System with #
- (M11) Miscellaneous Drainage with #
- Features USACE may determine to be isolated in an Approved JD

SOURCE: Eagle Aerial (3/2010 and 2009), Jacobs Engineering (2013)

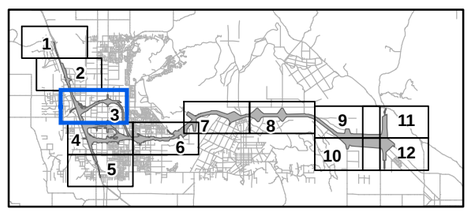

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FIGURE 1
Sheet 3 of 12

Potential USACE Jurisdictional Impact Sites

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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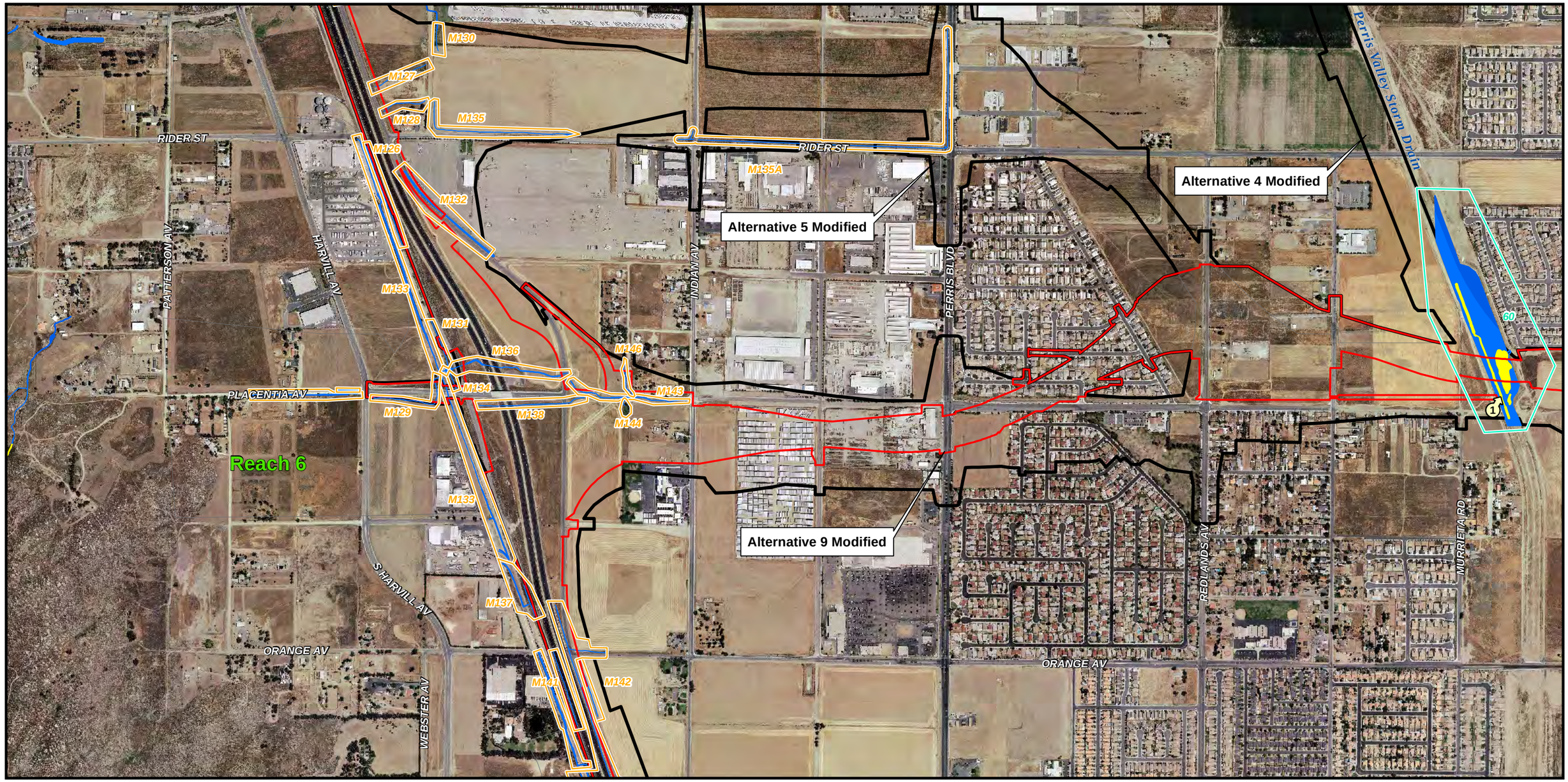

LEGEND

- Limits of Jurisdictional Delineation
- MCP Footprint (Right-of-way)
- Photo Location
- Reach Boundaries for Jurisdictional Delineation

USACE Jurisdiction (2013)

- Potential USACE Wetlands
- Potential USACE Non-wetland Waters
- USACE Wetlands*
- USACE Non-wetland Waters*

*SR-79 Realignment Project Approved JD

- (#5) Drainage System with #
- (M11) Miscellaneous Drainage with #
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SOURCE: Eagle Aerial (3/2010 and 2009), Jacobs Engineering (2013)

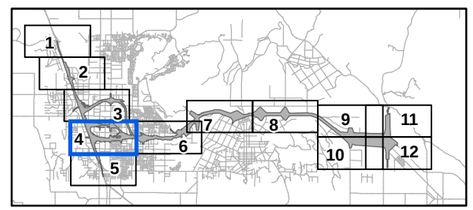

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FIGURE 1
Sheet 4 of 12

Potential USACE Jurisdictional Impact Sites

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EA 08-0F3200 (PN 0800000125)

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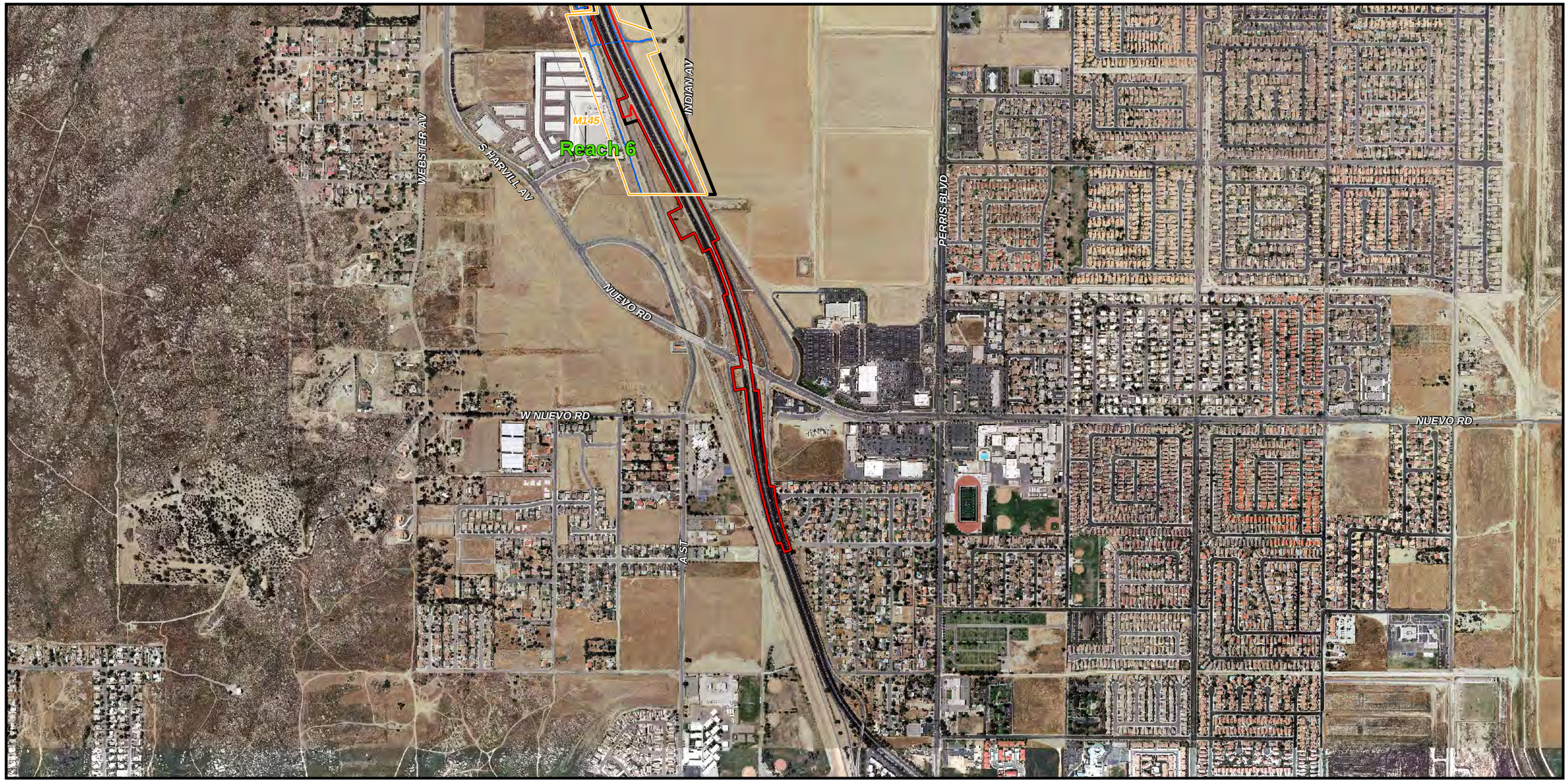

LEGEND

- Limits of Jurisdictional Delineation
- MCP Footprint (Right-of-way)
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USACE Jurisdiction (2013)

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- USACE Non-wetland Waters*

*SR-79 Realignment Project Approved JD

- (#5) Drainage System with #
- (M11) Miscellaneous Drainage with #
- Features USACE may determine to be isolated in an Approved JD

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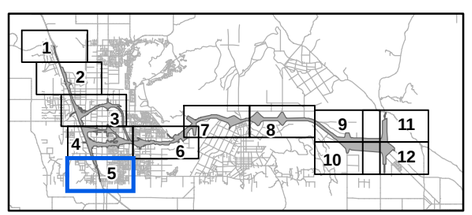

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FIGURE 1
Sheet 5 of 12

Potential USACE Jurisdictional Impact Sites

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EA 08-0F3200 (PN 0800000125)

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LEGEND

- Limits of Jurisdictional Delineation
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USACE Jurisdiction (2013)

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- USACE Non-wetland Waters*

*SR-79 Realignment Project Approved JD

- (#5) Drainage System with #
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- Features USACE may determine to be isolated in an Approved JD

SOURCE: Eagle Aerial (3/2010 and 2009), Jacobs Engineering (2013)

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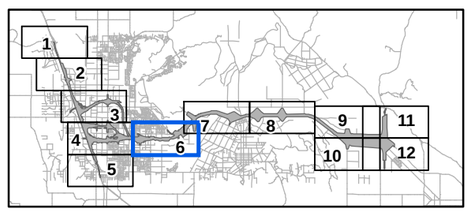

FIGURE 1
Sheet 6 of 12

Potential USACE Jurisdictional Impact Sites

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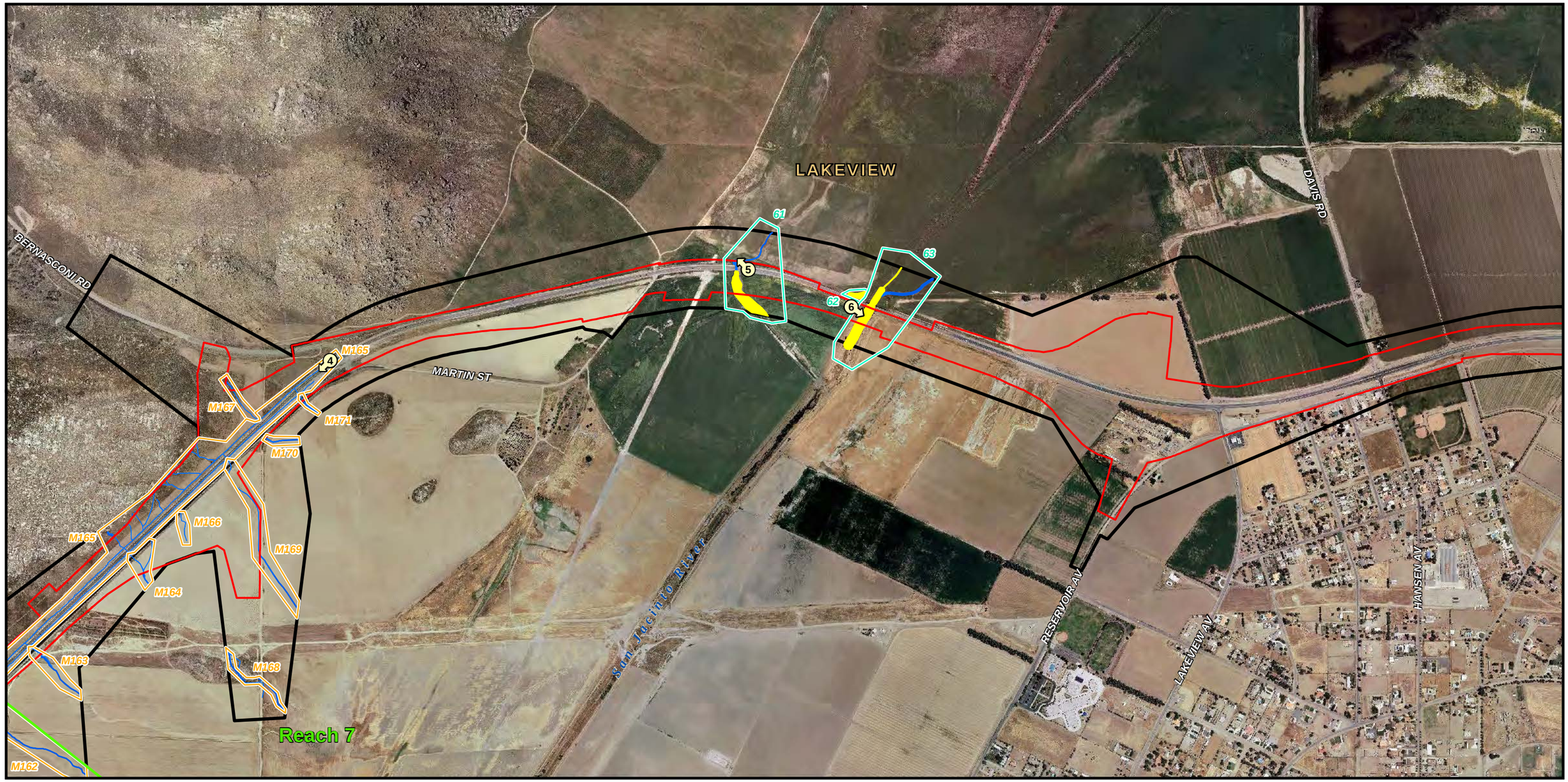

LEGEND

- Limits of Jurisdictional Delineation
- MCP Footprint (Right-of-way)
- Photo Location
- Reach Boundaries for Jurisdictional Delineation

USACE Jurisdiction (2013)

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- USACE Non-wetland Waters*

*SR-79 Realignment Project Approved JD

- (#5) Drainage System with #
- (M11) Miscellaneous Drainage with #
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SOURCE: Eagle Aerial (3/2010 and 2009), Jacobs Engineering (2013)

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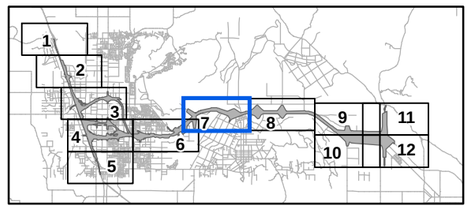

FIGURE 1
Sheet 7 of 12

Potential USACE Jurisdictional Impact Sites

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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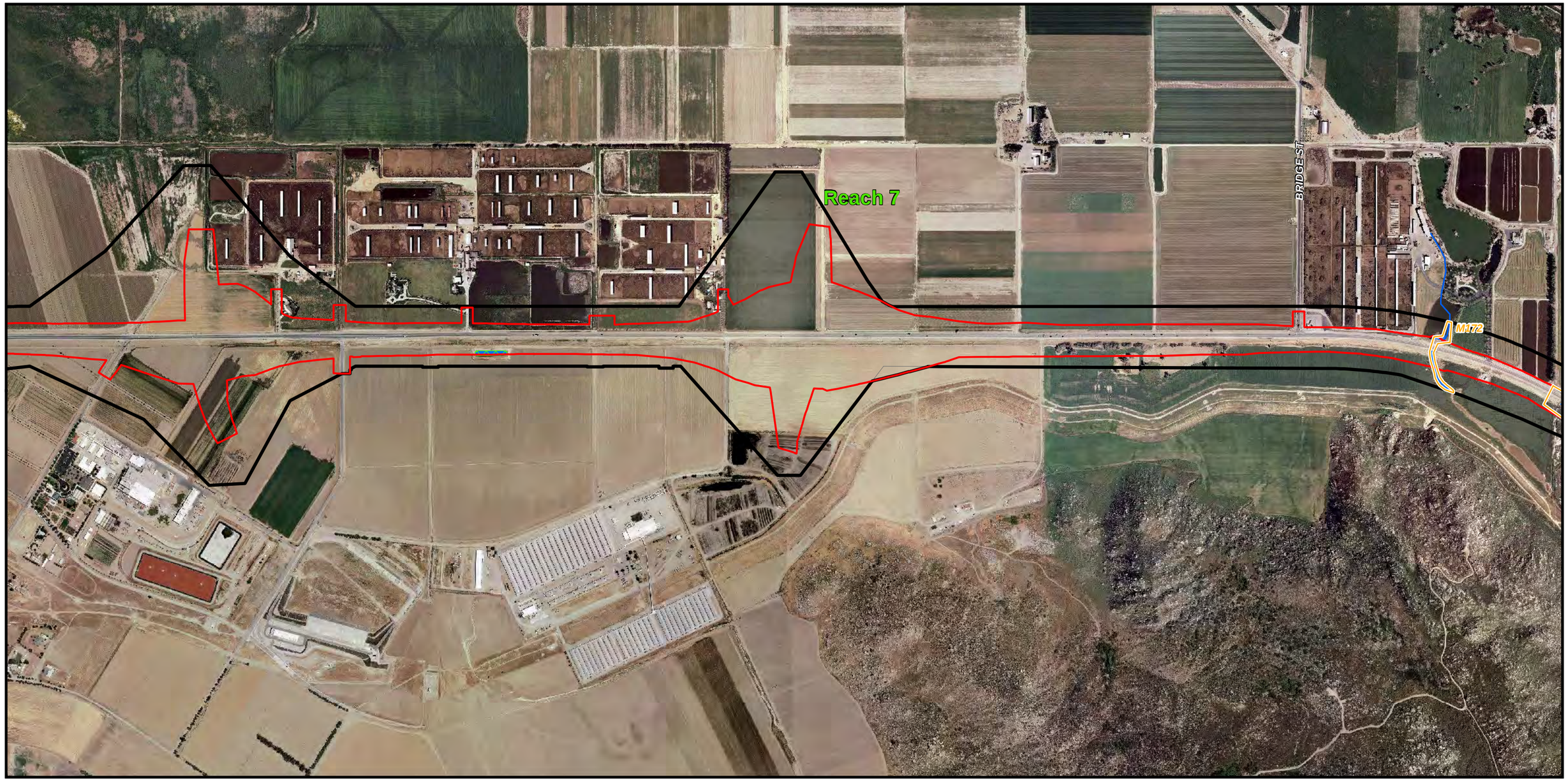

LEGEND

- Limits of Jurisdictional Delineation
- MCP Footprint (Right-of-way)
- Photo Location
- Reach Boundaries for Jurisdictional Delineation

USACE Jurisdiction (2013)

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*SR-79 Realignment Project Approved JD

- (#5) Drainage System with #
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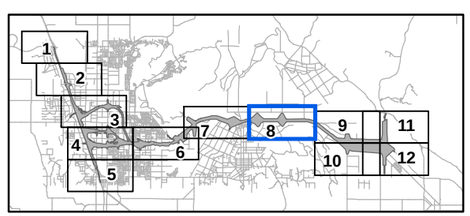

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FIGURE 1
Sheet 8 of 12

Potential USACE Jurisdictional Impact Sites

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EA 08-0F3200 (PN 0800000125)

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LEGEND

- Limits of Jurisdictional Delineation
- MCP Footprint (Right-of-way)
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USACE Jurisdiction (2013)

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*SR-79 Realignment Project Approved JD

- (#5) Drainage System with #
- (M11) Miscellaneous Drainage with #
- Features USACE may determine to be isolated in an Approved JD

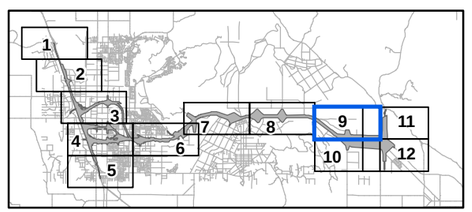

FIGURE 1
Sheet 9 of 12

SOURCE: Eagle Aerial (3/2010 and 2009), Jacobs Engineering (2013)

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Potential USACE Jurisdictional Impact Sites

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EA 08-0F3200 (PN 0800000125)

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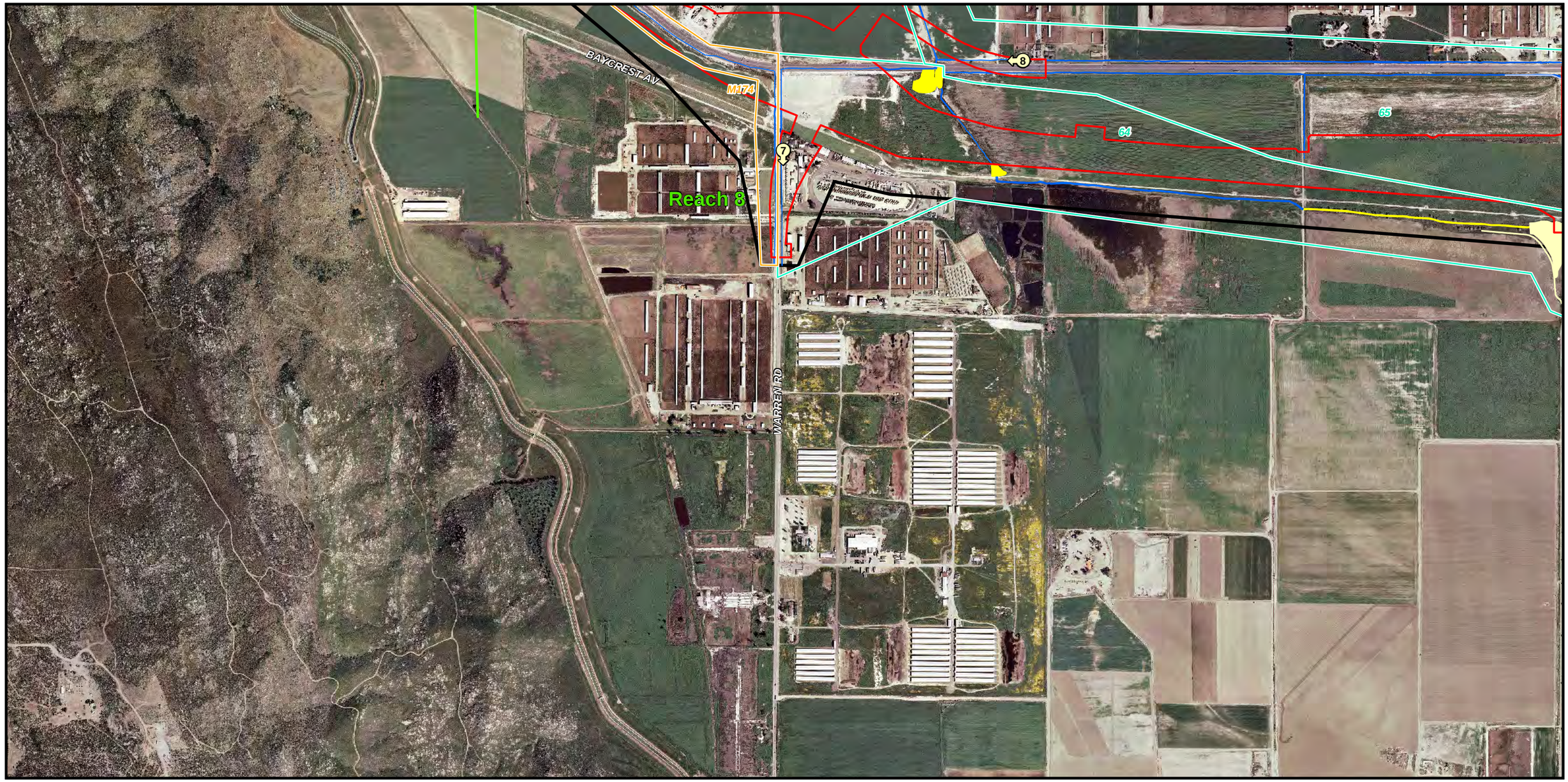

LEGEND

- Limits of Jurisdictional Delineation
- MCP Footprint (Right-of-way)
- Photo Location
- Reach Boundaries for Jurisdictional Delineation

USACE Jurisdiction (2013)

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*SR-79 Realignment Project Approved JD

- (#5) Drainage System with #
- (M11) Miscellaneous Drainage with #
- Features USACE may determine to be isolated in an Approved JD

SOURCE: Eagle Aerial (3/2010 and 2009), Jacobs Engineering (2013)

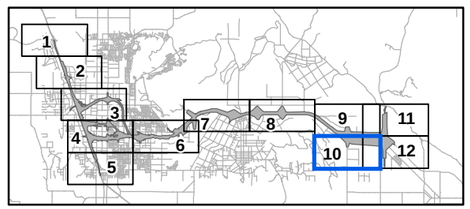

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FIGURE 1
Sheet 10 of 12

Potential USACE Jurisdictional Impact Sites

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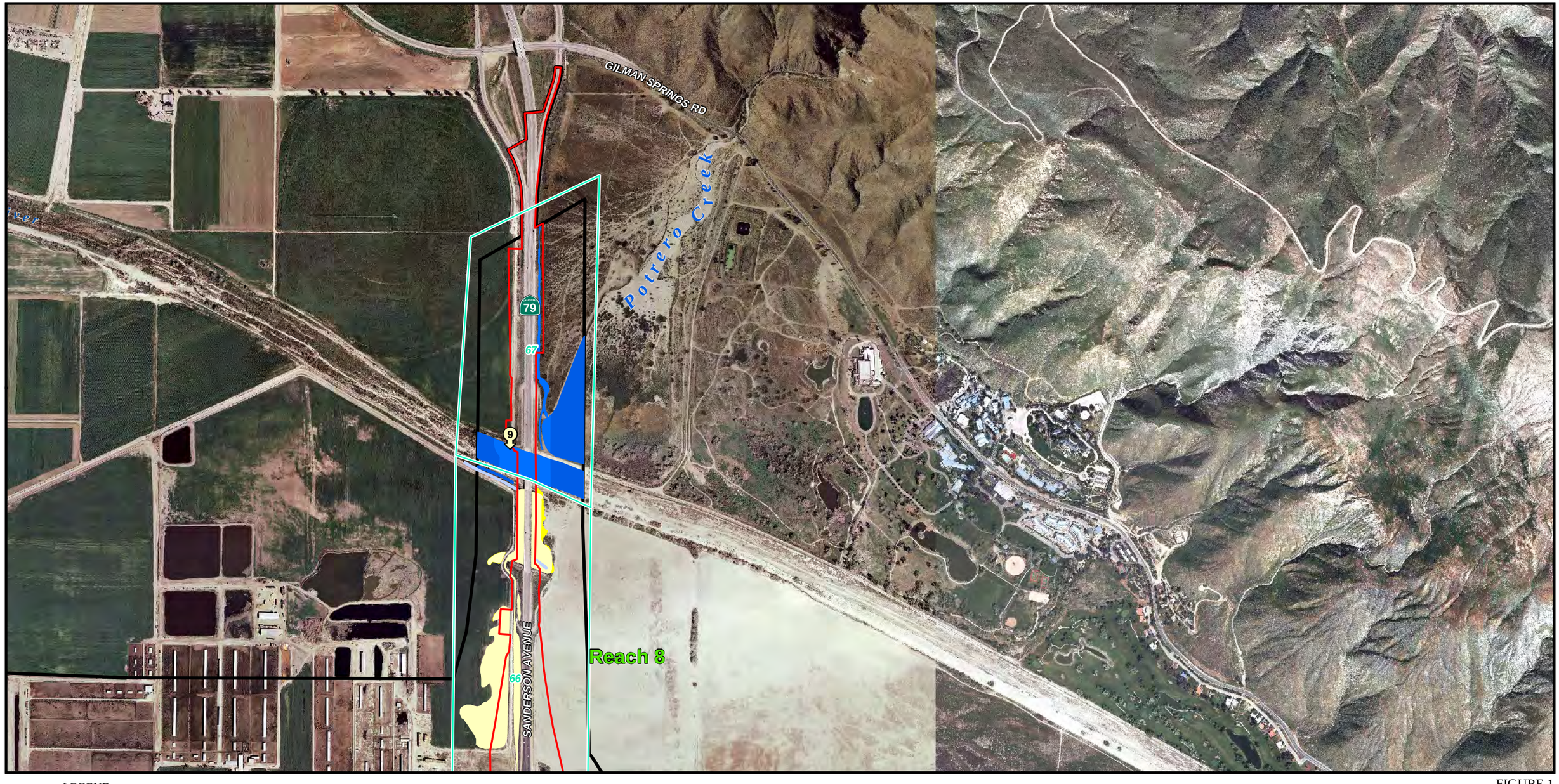

LEGEND

- Limits of Jurisdictional Delineation
- MCP Footprint (Right-of-way)
- Photo Location
- Reach Boundaries for Jurisdictional Delineation

USACE Jurisdiction (2013)

- Potential USACE Wetlands
- Potential USACE Non-wetland Waters
- USACE Wetlands*
- USACE Non-wetland Waters*

*SR-79 Realignment Project Approved JD

- (#5) Drainage System with #
- (M11) Miscellaneous Drainage with #
- Features USACE may determine to be isolated in an Approved JD

SOURCE: Eagle Aerial (3/2010 and 2009), Jacobs Engineering (2013)

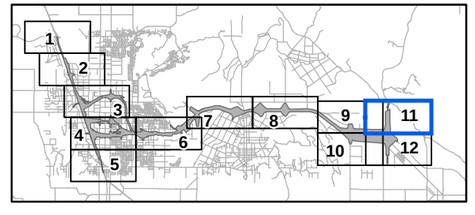

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FIGURE 1

Sheet 11 of 12

Potential USACE Jurisdictional Impact Sites

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EA 08-0F3200 (PN 0800000125)

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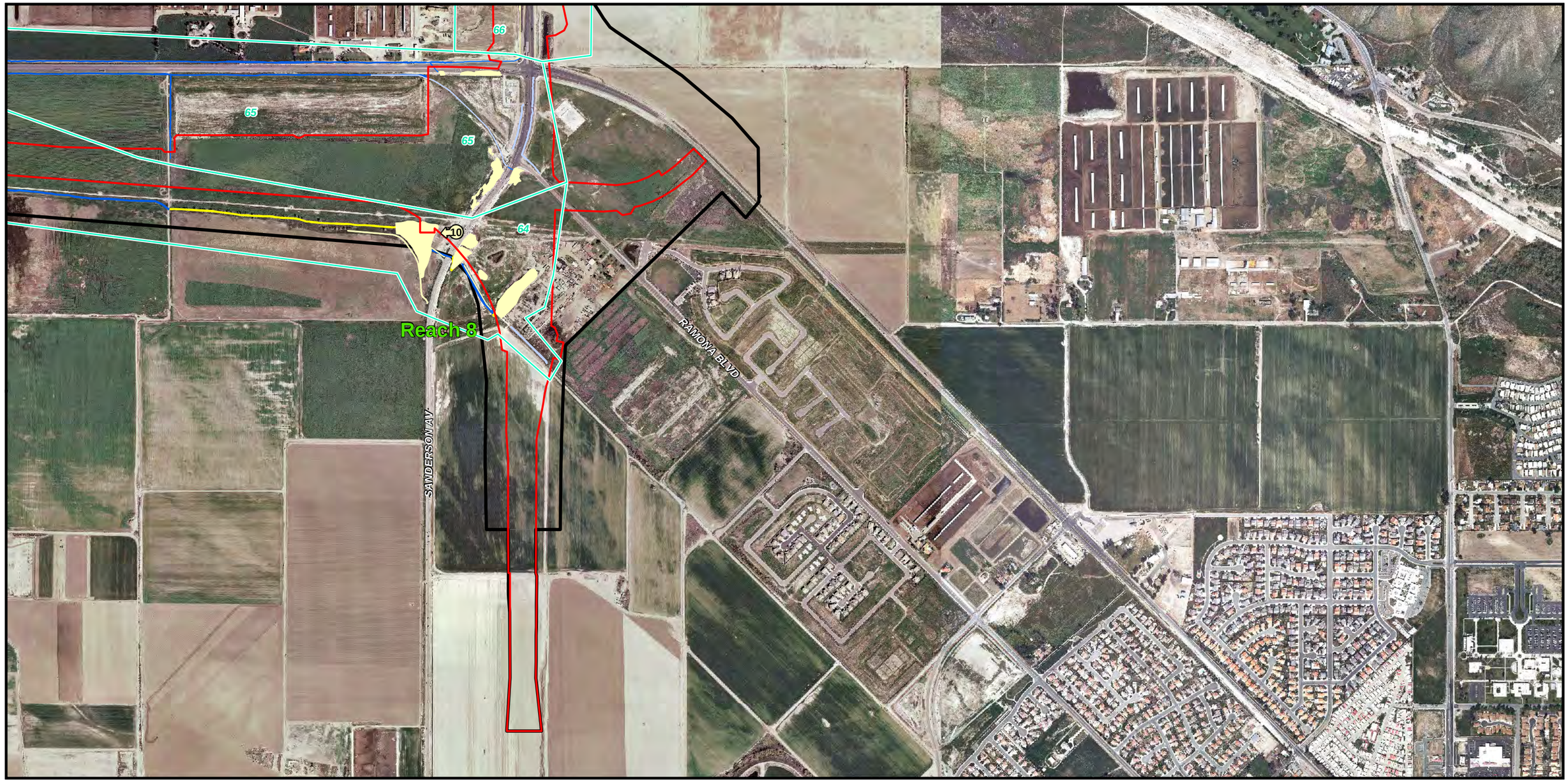

LEGEND

- Limits of Jurisdictional Delineation
- MCP Footprint (Right-of-way)
- Photo Location
- Reach Boundaries for Jurisdictional Delineation

USACE Jurisdiction (2013)

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SOURCE: Eagle Aerial (3/2010 and 2009), Jacobs Engineering (2013)

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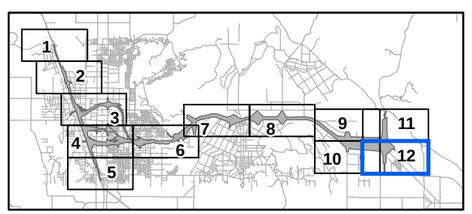

FIGURE 1
Sheet 12 of 12

Potential USACE Jurisdictional Impact Sites

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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PHOTOGRAPH 1: *View looking northeast, showing non-native annual vegetation (mule fat scrub at time of jurisdictional delineation) in wetland and non-wetland areas of maintained bottom of Perris Valley Storm Drain in Drainage System 60 (Figure 1: Sheet 4). (9/22/2014)*

PHOTOGRAPH 2: *View looking southeast, showing upland Riversidean sage scrub species in non-wetland waters in Miscellaneous Drainage M160 (Figure 1: Sheet 6). (9/22/2014)*

FIGURE 2A

Site Photographs

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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PHOTOGRAPH 3: *View looking east, showing non-native annuals in non-wetland concrete-lined brow ditch in Miscellaneous Drainage M161 (Figure 1: Sheet 6). (9/22/2014)*

PHOTOGRAPH 4: *View looking southwest, showing non-native annuals in non-wetland concrete-lined ditch in Miscellaneous Drainage M165 (Figure 1: Sheet 7). (9/22/2014)*

FIGURE 2B

Site Photographs

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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PHOTOGRAPH 5: *View looking northwest, showing non-native annual vegetation in non-wetland alkali grassland at culvert inlet in Drainage System 61 (Figure 1: Sheet 7). (9/22/2014)*

PHOTOGRAPH 6: *View looking southeast, showing non-native annual vegetation and scattered mule fat scrub in wetland area of the San Jacinto River in Drainage System 63 (Figure 1: Sheet 7). (9/22/2014)*

FIGURE 2C

PHOTOGRAPH 7: *View looking south, showing non-native annual vegetation in non-wetland roadside ditch in Drainage System 64 (Figure 1: Sheet 10). (9/22/2014)*

PHOTOGRAPH 8: *View looking west, showing non-native annual vegetation in non-wetland roadside ditch in Drainage System 65 (Figure 1: Sheet 10). (9/22/2014)*

FIGURE 2D

Site Photographs

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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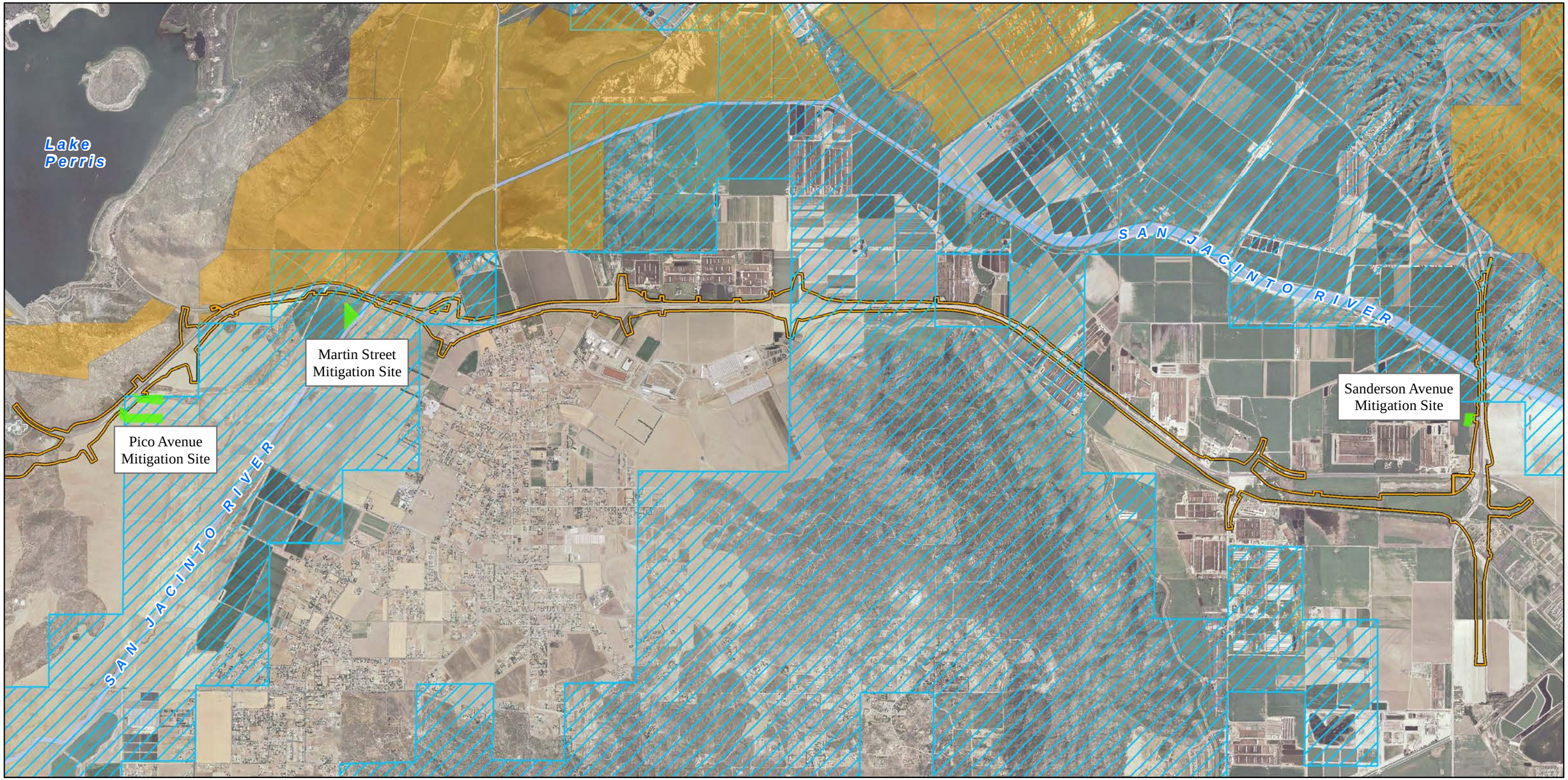
PHOTOGRAPH 9: *View looking south, showing riparian forest in non-wetland area of the San Jacinto River in Drainage System 67 (Figure 1: Sheet 11). (9/22/2014)*

PHOTOGRAPH 10: *View looking west, showing non-native perennial vegetation and scattered willows in wetland area of agricultural ditch (in Drainage System 64; Figure 1: Sheet 12). (9/22/2014)*

FIGURE 2E

Site Photographs

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)



LEGEND

- Alt 9 SJRB Footprint (Right-of-way)
- Proposed Mitigation Sites
- MSHCP Criteria Areas
- San Jacinto Wildlife Area

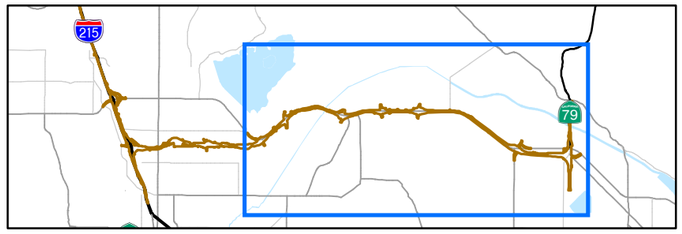


FIGURE 3

SOURCE: Jacobs Engineering (02/2011, 6/2013); Eagle Aerial (3/2010)

0 1750 3500 Feet

Potential On-Site Mitigation Sites

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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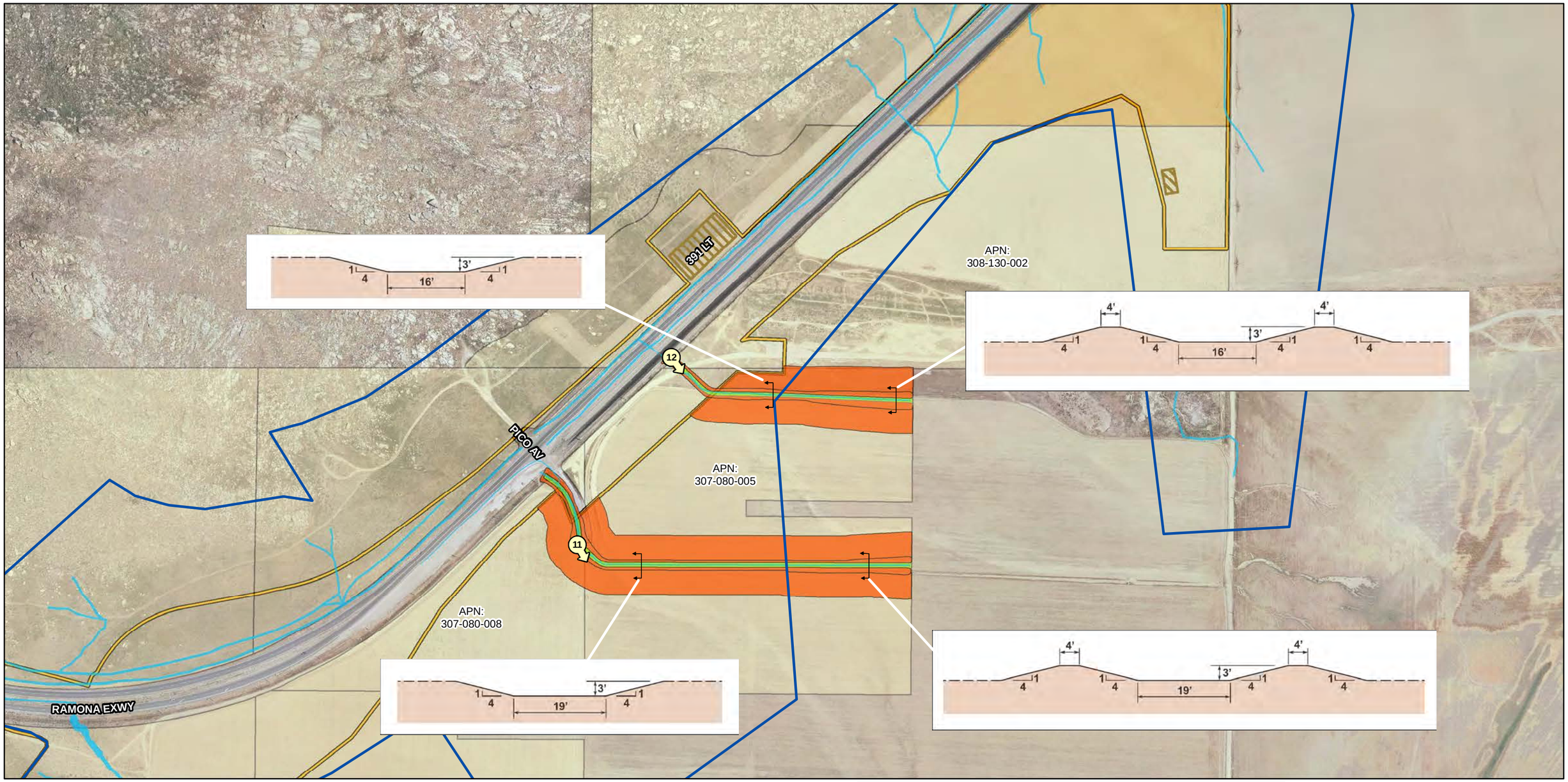

LEGEND

- Alt 9 SJRB Footprint (Right-of-way)
- Detention Basin
- Parcels with Full Acquisition
- Parcels with Partial Acquisition
- Limits of Jurisdictional Delineation
- USACE (Federal) Wetlands
- USACE Non-wetland Waters

Mitigation Site

- Establishment of Non-wetland Waters
- Upland Buffer
- Photo Locations

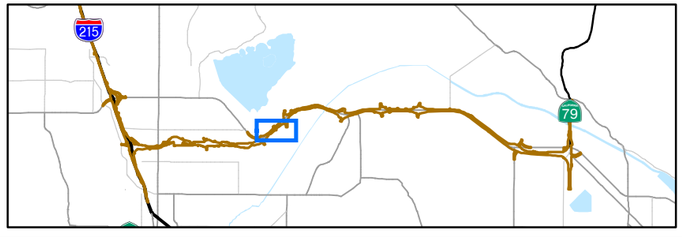

FIGURE 4A

SOURCE: Jacobs Engineering (02/2011, 6/2013); LSA Associates (2005-2008, 2013); Epic Land Solutions (2011); Eagle Aerial (3/2010)

0 200 400 Feet

Pico Avenue Mitigation Site

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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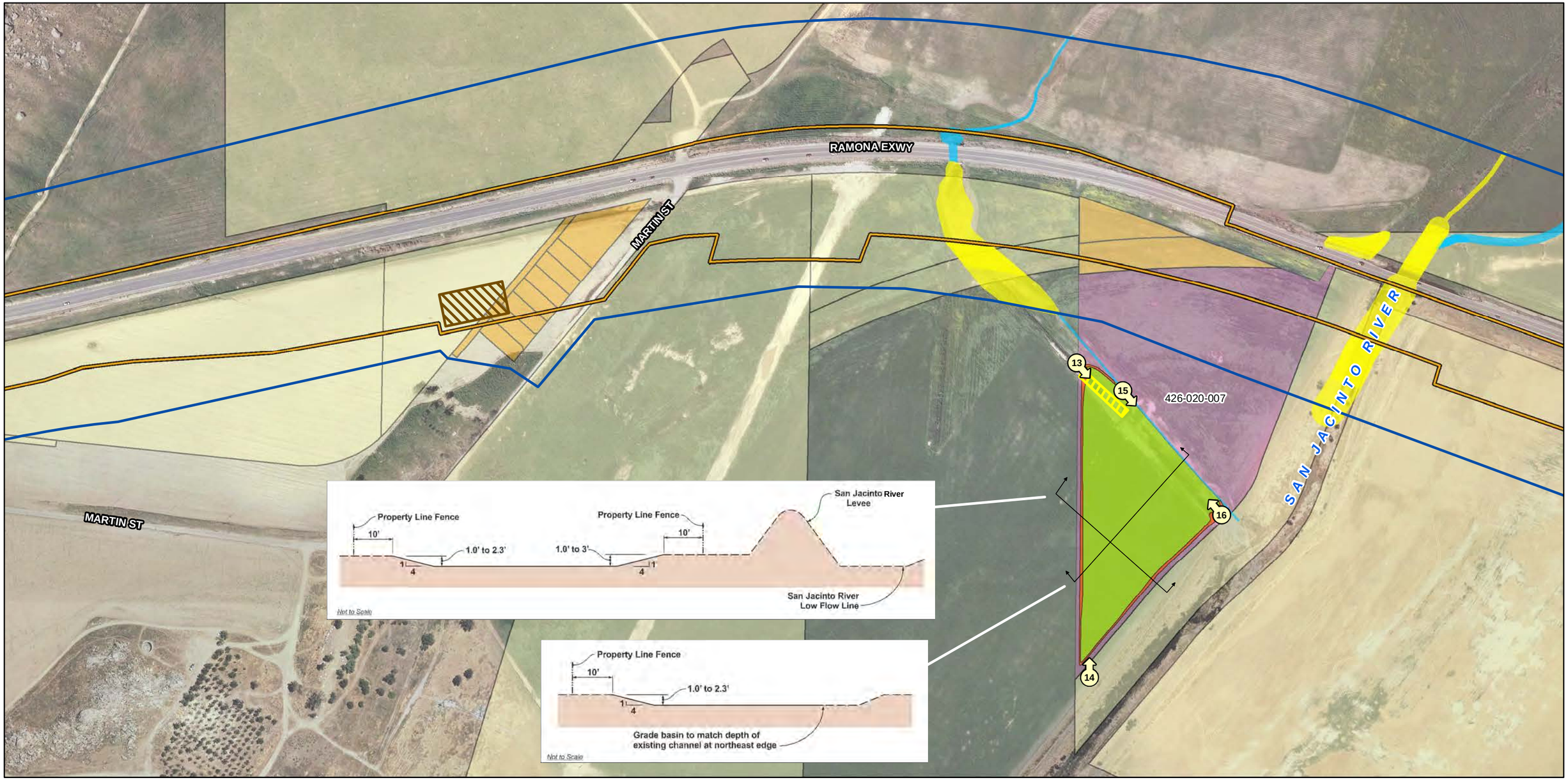

LEGEND

- Alt 9 SJRB Footprint (Right-of-way)
- Detention Basin
- Parcels with Full Acquisition
- Parcels with Partial Acquisition
- Parcels Owned by RCTC
- Limits of MCP Jurisdictional Delineation
- USACE (Federal) Wetlands
- USACE Non-wetland Waters
- Wetland from Glenn Lukos Associates 2005 Data

Mitigation Site

- Establishment of Non-wetland Waters
- Upland Buffer
- Photo Locations

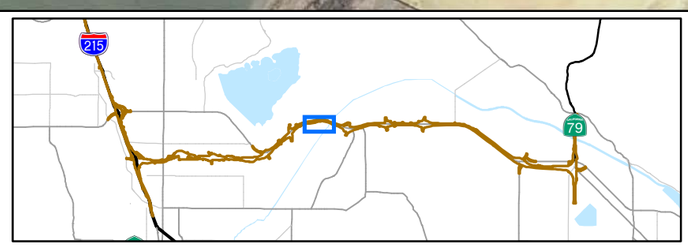

FIGURE 4B

SOURCE: Jacobs Engineering (02/2011, 6/2013); LSA Associates (2005-2008, 2013); Epic Land Solutions (2011); Eagle Aerial (3/2010)

0 150 300 Feet

Martin Street Mitigation Site

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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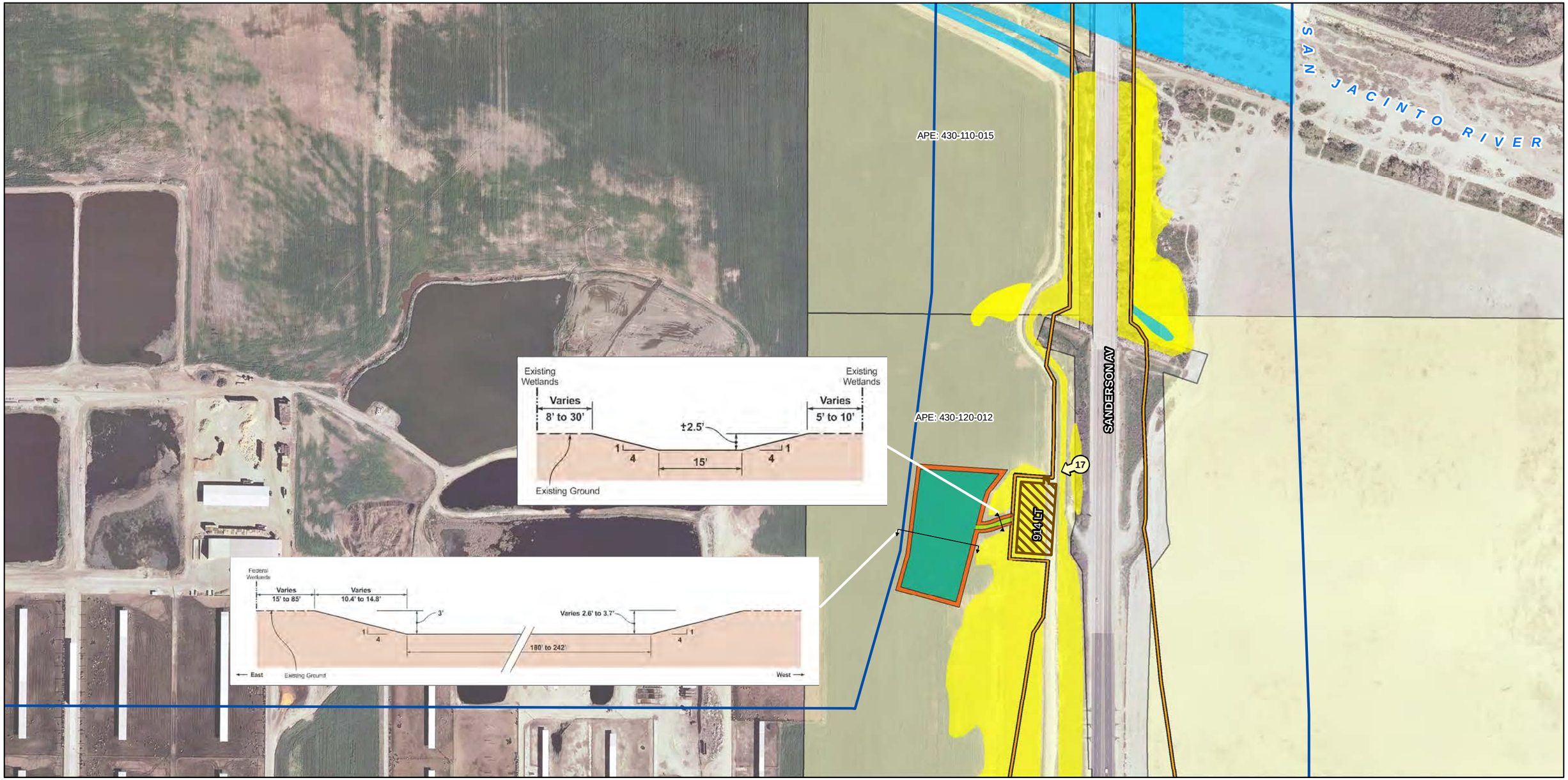

LEGEND

- Alt 9 SJRB Footprint (Right-of-way)
- Detention Basin
- Parcels with Full Acquisition
- Parcels with Partial Acquisition
- Limits of Jurisdictional Delineation
- USACE (Federal) Wetlands
- USACE Non-wetland Waters

Mitigation Site

- Establishment of Wetlands
- Establishment of Non-wetland Waters
- Upland Buffer
- Photo Locations

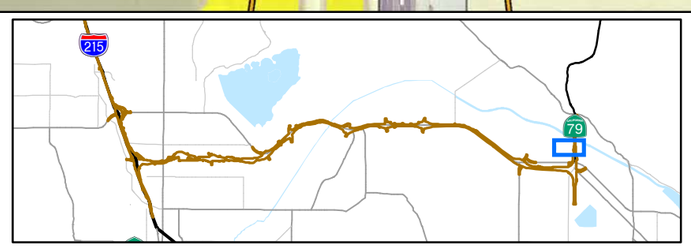

FIGURE 4C

SOURCE: Jacobs Engineering (02/2011, 6/2013); LSA Associates (2005-2008, 2013); Epic Land Solutions (2011); Eagle Aerial (3/2010)

0 150 300 Feet

Sanderson Avenue Mitigation Site

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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PHOTOGRAPH 11: *View looking southeast, showing non-native annual vegetation in existing southern channel at proposed Pico Avenue mitigation site (Figure 4A). (9/8/2014)*

PHOTOGRAPH 12: *View looking southeast, showing non-native annual vegetation in existing northern channel at proposed Pico Avenue mitigation site (Figure 4A). (9/8/2014)*

FIGURE 5A

Site Photographs

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

PHOTOGRAPH 13: *View looking southeast along northeast edge of proposed Martin Street mitigation site, showing area delineated as wetland in the foreground (Figure 4B). (9/22/2014)*

PHOTOGRAPH 14: *View looking north across proposed Martin Street mitigation site, showing native and non-native annual vegetation (Figure 4B). (9/9/2014)*

FIGURE 5B

Site Photographs

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

PHOTOGRAPH 15: *View looking southeast along existing non-wetland channel with native and non-native annual vegetation at northeast edge of proposed Martin Street mitigation site (Figure 4B). (9/19/2014)*

PHOTOGRAPH 16: *View looking northwest along berm to be removed from within the proposed Martin Street mitigation site (Figure 4B). (9/9/2014)*

FIGURE 5C

Site Photographs

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

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PHOTOGRAPH 17: *View looking southwest at area of non-native annual vegetation delineated as agricultural wetland and at the proposed Sanderson Avenue mitigation site (Figure 4C). (9/19/2014)*

FIGURE 5D

Site Photographs

08-RIV-MCP PM 0.0/16.3; 08-RIV-215 PM 28.0/34.3
EA 08-0F3200 (PN 0800000125)

R:\JCV531\G\ModifiedProject\Reports\HMMP\fig5A-D_Site_Photographs.cdr (09/24/2014)

APPENDIX B

CONSERVATION EASEMENT FOR PARCEL 426-020-007

DOC # 2013-0246584
05/23/2013 02:23P Fee:NC
Page 1 of 45
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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NCHGCC Fee Customer Riv.Co Trans. Commission					T:		CTY	UNI	

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

Western Riverside County
Regional Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside CA 92502-1667
Attn: Executive Director

Exempt from recording fee
(Gov. Code, §§ 6103 & 27383)

Space Above Line for Recorder's Use Only

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524

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("**Conservation Easement**") is made this 22nd day of May, 2013 by RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a county transportation commission ("**Grantor**" or "**RCTC**"), in favor of the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and a joint powers authority ("**Grantee**" or "**RCA**") with reference to the following facts:

RECITALS

A. Grantor is undertaking infrastructure improvements in the County of Riverside, State of California, commonly referred to as I-215 Central Project (the "**Project**").

B. Grantor is the sole owner in fee simple of real property containing 18.2 acres consisting of a mitigation parcel and a remainder parcel, located near the City of Hemet, County of Riverside, State of California, designated Assessor Parcel Numbers 426-020-007 (the "**Property**"). The Property is legally described on **Exhibit "A"** attached hereto and incorporated by this reference.

C. Grantor intends to grant a conservation easement over the mitigation parcel which is 16.9-acres of the Property (the "**Conservation Property**"). The Conservation Property is legally described on **Exhibit "B"** and depicted on **Exhibit "C"** attached hereto and incorporated by this reference.

D. The Conservation Property provides, among other things, compensatory mitigation for unavoidable impacts associated with the Project by Grantor pursuant to requirements of the following state and Federal agency approvals (the "**Agency Approvals**"): United States Army Corps of Engineers' ("**ACOE**") Section 404 Permit No. SPL-2010-00944-SCH (the **"Section 404 Permit**"), Clean Water Act Section 401 water quality certification issued by the Santa Ana Regional Water Quality Control Board Project No. 332012-04 (the "**401 Certification**"), Streambed Alteration Agreement Notification No. 1600-2012-0024-R6 ("**1602 Agreement**") with the California Department of Fish and Wildlife, and the United States Fish

and Wildlife's Endangered Species Act Section 7 Biological Opinion ("**BO**"), and any amendments thereto.

E. This Conservation Easement is designed to satisfy and is granted in satisfaction of the Agency Approvals as it pertains to the Conservation Property.

F. Consistent with the terms and conditions of this Conservation Easement, the Conservation Property is and will remain in a Natural Condition as defined herein and is intended to be preserved in its natural, scenic, open condition to maintain its ecological, historical, visual and educational values (collectively, "**Conservation Values**"). The Conservation Values are of importance to the people of the County of Riverside and the people of the State of California and United States, which are consistent with the habitat conservation purposes of the Western Riverside County Multiple Species Habitat Conservation Plan ("**MSHCP**").

G. Grantee is authorized to hold conservation easements pursuant to Civil Code Section 815.3.

H. The ACOE is the Federal agency charged with regulatory authority over discharges of dredged and fill material in waters of the United States pursuant to Section 404 of the Clean Water Act, and is a third party beneficiary of this Conservation Easement.

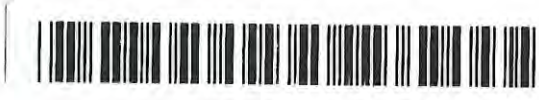
COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the United States and State of California, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee and its successors or assigns, as appropriate, a conservation easement in perpetuity over the Conservation Property of the nature and character and to the extent hereinafter set forth. This Conservation Easement shall run with the land and be binding on Grantor's heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Conservation Property or any portion of it.

1. Purpose.

(a) The purpose of this Conservation Easement is to ensure the Conservation Property will be managed and preserved in a Natural Condition, as defined herein, in perpetuity and to prevent any use of the Conservation Property that will impair or interfere with the Conservation Values of the Conservation Property (the "**Purpose**"). Grantor intends that this Conservation Easement will confine the use of the Conservation Property to such activities that are consistent with this Purpose and the MSHCP, including without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

(b) The term "**Natural Condition**," as referenced in the preceding paragraph and other portions of this Conservation Easement, shall mean the condition of the Conservation Property, as it exists at the time this Conservation Easement is executed, as well as future enhancements or changes to the Conservation Property that occur directly as a result of the following activities:



(1) Compensatory mitigation measures, including implementation, maintenance, and monitoring activities (collectively, "**Compensatory Mitigation**") required by the Agency Approvals and as described in the HABITAT MITIGATION AND MONITORING PLAN FOR IMPACTS TO AREAS WITHIN THE JURISDICTION OF THE UNITED STATES ARMY CORPS OF ENGINEERS PURSUANT TO THE SECTION 404 OF THE CLEAN WATER ACT AND CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE PURSUANT OF CODE [SIC] 1602 OF FISH AND GAME CODE FOR RE-ESTABLISHMENT OF 0.70 ACRE OF VERNAL POOLS AND 5.1 ACRE OF ASSOCIATED WATERSHED, REHABILITATION OF 0.02 ACRE OF VERNAL POOLS AND 0.35 ACRE OF ASSOCIATED WATERSHED, MITIGATION FOR IMPACTS TO SPECIAL-STATUS PLANT SPECIES ASSOCIATED WITH THE INTERSTATE 215 WIDENING FROM SCOTT ROAD TO NUEVO ROAD dated March 2012 [Revised April 2013] ("**Mitigation Plan**"), the cover page of which is attached hereto at **Exhibit "D;"**

(2) In-perpetuity maintenance ("**Long-Term Maintenance**") that occurs on the Conservation Property as described in Section 16 herein; or

(3) Activities described in Section 2, Section 4, Section 5, and Section 6 herein.

(c) To the best of Grantor's knowledge, Grantor represents and warrants that the only structures and/or improvements existing on the Conservation Property at the time this grant is executed consists of a fence around the boundaries of the Conservation Property, a constructed earthen berm that runs northwest to southeast across the Conservation Property, three corrugated metal culverts that transport water from the northern half of the Conservation Property into the San Jacinto River, and a second constructed earthen berm that is near and parallel to the east boundary of the Conservation Property. Grantor further represents and warrants that there are no other previously granted easements existing on the Conservation Property that interfere or conflict with the Purpose of this Conservation Easement as evidenced by the Title Report attached at **Exhibit "E."** The present Natural Condition is evidenced in part by the depiction of the Conservation Property attached on **Exhibit "F,"** showing all relevant and plottable property lines, easements, dedications, improvements, boundaries and major, distinct natural features such as waters of the United States. Grantor has delivered further evidence of the present Natural Condition to Grantee and ACOE consisting of (1) a color aerial photograph of the Conservation Property at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Conservation Property boundaries on such aerial photograph; and (3) on-site color photographs showing all man-made improvements or structures (if any) and the major, distinct natural features of the Conservation Property.

(d) If a controversy arises with respect to the present Natural Condition of the Conservation Property, Grantor, Grantee or ACOE or any designees or agents of Grantor, Grantee, and ACOE shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

(e) The term "**Biological Monitor**" shall mean either an employee of Grantee or an independent third-party consultant with knowledge of aquatic resources in the Riverside County area and expertise in the field of biology or related field.

2. Grantee's Rights. To accomplish the Purpose of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee. These rights, without obligation, are also granted to the ACOE or its designees as third party beneficiaries of this Conservation Easement:

(a) To preserve and protect the Conservation Values of the Conservation Property; and

(b) To enter upon the Conservation Property at reasonable times: (1) in order to monitor the condition of the Conservation Property and to enforce the terms of this Conservation Easement, (2) to fulfill its habitat management obligations pursuant to the MSHCP, and (3) to conduct scientific research and for interpretive purposes, provided, however, that the exercise of such rights by Grantee and ACOE shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Conservation Property. To the extent that Grantee cannot or elects not to take access to the Conservation Property directly from a public right of way or over other property owned or made available to Grantee, Grantor shall designate and provide a reasonable route of access to Grantee over Grantor's property adjacent to the Conservation Property for the purposes authorized under this Conservation Easement. The designated route shall be located so as to minimize interference with activities on such adjacent property, and may be changed from time to time, but in no case more than three times per year, at the convenience of Grantor with written notice to Grantee. If requested by Grantor at any time, or if requested by Grantee at any time more than ten years following the date of this Conservation Easement, Grantor (and any successor to Grantor that owns any servient estate upon which the designated route of access is located) shall designate, and execute and record in the form of an amendment to this Conservation Easement, a permanent easement for access along a fixed specified route designated at that time by Grantor, and jointly agreed to as to location by Grantor and Grantee. Following recording of the amendment, Grantor shall not have the right to subsequently relocate the access route, except upon the written concurrence of Grantee. Grantor shall pay for and provide Grantee with a master key for any and all locks used on gates or fencing that block any access routes to the Conservation Property. ACOE shall also have the right to utilize the access addressed in this subparagraph to the same extent as Grantee; and

(c) To prevent any activity on or use of the Conservation Property that is inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Conservation Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Conservation Easement; and

(d) All mineral, air, and water rights necessary to protect and to sustain the biological resources of the Conservation Property, provided that any exercise of such rights by Grantee shall not result in conflict with such Conservation Values; and

(e) All present and future development rights allocated, implied, reserved or inherent in the Conservation Property; such rights are hereby terminated and extinguished and such present and future development rights may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise; and

(f) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement; and

(g) The right to enhance native plant communities, including the removal of non-native species, the right to plant trees and shrubs of the same type that currently exist on the Conservation Property, or other appropriate native species. Habitat enhancement activities shall not conflict with the preservation of the Natural Condition of the Conservation Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

3. Prohibited Uses. Any activity on or use of the Conservation Property inconsistent with the Purpose of this Conservation Easement and not reserved as a right of Grantor is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantee, and their respective guests, agents, assigns, employees, representatives, successors, and third parties are expressly prohibited on the Conservation Property except as otherwise provided herein or unless specifically provided for in the Agency Approval, the Mitigation Plan, and any easements and reservations of rights recorded in the chain of title to the Conservation Property at the time of this conveyance (as set forth on Exhibits E and F hereto):

(a) Unseasonable or supplemental watering except for habitat enhancement activities described in Section 6(b), the Mitigation Plan, or Grantee's habitat enhancement activities set forth in Section 2;

(b) Use of herbicides, pesticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities, except weed abatement activities necessary to control or remove invasive, exotic plant species as allowed in Section 6(c);

(c) Incompatible fire protection activities except fire prevention activities set forth in Section 6;

(d) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(e) Grazing or other agricultural activity of any kind;

(f) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing;

(g) Residential, commercial, retail, institutional, or industrial uses;

(h) Any legal or de facto division, subdivision or partitioning of the Conservation Property;

(i) Construction, reconstruction or placement of any building, road, wireless communication cell towers, or any other structure or improvement, except as provided for in Section 6, or any billboard or sign except those signs specifically allowed under Section 4(d);

(j) Dumping soil, trash, ashes, refuse, waste, bio-solids, garbage or any other material;

(k) Planting, gardening, or introduction or dispersal of non-native plant or animal species;

(l) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the Conservation Property;

(m) Altering the general topography of the Conservation Property, including but not limited to building of roads, trails, and flood control work; except as permitted by the Agency Approvals, or as necessary to implement the Mitigation Plan, or any right reserved in Section 6, or Section 16;

(n) Removing, destroying, or cutting of trees, shrubs or other vegetation, except for (1) emergency fire breaks as required by fire safety officials as set forth in Section 6(e), (2) prevention or treatment of disease, (3) control of invasive species which threaten the integrity of the habitat, (4) completing the Mitigation Plan, or (5) activities described in Section 4, Section 5, Section 6, or Section 16;

(o) Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Conservation Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(p) Creating, enhancing, and maintaining fuel modification zones (defined as a strip of mowed land or the planting of vegetation possessing low combustibility for purposes of fire suppression) or other activities that could constitute fuel modification zones;

(q) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral rights or water rights for the Conservation Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Conservation Property;

(r) Creation of any encumbrance superior to this Conservation Easement, other than those encumbrances set forth in Exhibit "E" hereto, or the recording of any involuntary lien (which is not released within thirty calendar days), or the grating of any lease, license or similar possessory interesting in the Conservation Property which will affect the Conservation Values of the Conservation Property; and

(s) All activities and uses that are otherwise inconsistent with the purposes of the MSHCP.

No use shall be made of the Conservation Property, and no activity thereon shall be permitted that is or is likely to become inconsistent with the Purpose of this Conservation Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of this Conservation Easement. Grantee, therefore, in consultation with the ACOE, will determine whether (a) proposed uses or proposed improvements not contemplated by or

addressed in this Conservation Easement or (b) alterations in existing uses or structures, are consistent with the Purposes of this Conservation Easement.

4. Grantor's Duties. To accomplish the Purpose of this Conservation Easement as described in Section 1, RCTC shall undertake the following construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan until issuance of final approval per the Agency Approvals confirming that RCTC has successfully completed construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan ("**Final Approval**"). This duty is non-transferable. Grantor, its successors and assigns shall:

(a) Undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Conservation Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement;

(b) Cooperate with Grantee, its successors or assigns in the protection of the Conservation Values;

(c) Pursuant to Section 16(d), below, repair and restore damage to the Conservation Property directly or indirectly caused by Grantor, Grantor's guests, representatives, employees or agents, and third parties within Grantor's control; provided, however, Grantor, its successors or assigns shall not engage in any repair or restoration work in the Conservation Property without first consulting with the Grantee, or its successor or assigns and ACOE; and

(d) Within 90 days of recordation of this Conservation Easement, erect signs and other notification features saying "Natural Area Open Space," "Protected Natural Area," or similar descriptions. Prior to erection of such signage, the Grantor shall have its Biological Monitor submit detailed plans showing the location and language of such signs to the Grantee and ACOE for review and approval. The erection and maintenance of informative signage shall not be in direct or potential conflict with the preservation of the Natural Condition of the Conservation Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements;

(e) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements;

(f) The Parties explicitly agree that RCTC remains solely and entirely responsible for any mitigation for RCTC's activities not covered by this Conservation Easement, any other mitigation set forth in the Agency Approvals, the Mitigation Plan for the Conservation Property approved by the ACOE and/or any other regulatory permits. The Parties further agree that Grantee shall not be liable, in law or equity, if the Compensatory Mitigation agreed to under this Conservation Easement is determined in any way, by any person or agency, to be insufficient for mitigation or regulatory compliance purposes under applicable statutes, laws and regulations. If any regulatory agency, including but not limited to the ACOE, later determines that the mitigation as set forth in the Agency Approvals is insufficient, RCTC, its heirs, estates, successors, or assigns shall be entirely responsible for satisfying any and all further obligations

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that may be imposed upon such determination. No responsibility or liability for the Compensatory Mitigation shall accrue to Grantee;

(g) Grantor acknowledges that notwithstanding which person and/or Party(ies) designed, engineered, constructed, and/or modified all manufactured slopes, fill, cut, berms, and banks within or on the Conservation Property, Grantor accepts full responsibility for such activity and for the condition of any and all pre-existing man-made slopes, fill, cut, berms, and banks on or within the Conservation Property. Grantor agrees that neither ACOE nor Grantee shall be responsible therefor; and

(h) Meet annually with Grantee to review the status of the Conservation Property.

5. Grantee's Duties. To accomplish the Purpose of this Conservation Easement as described in Section 1, Grantee shall:

(a) Perform at least quarterly compliance inspections of the Conservation Property, prepare an annual inspection report that documents the quarterly inspection results, and shall make reports available to the ACOE upon request;

(b) Upon receipt of Final Approval, perform the Long-Term Maintenance of the Conservation Property as described in Section 16;

(c) Pursuant to the requirements of Section 16(e), below, repair and restore damage to the Conservation Property directly or indirectly caused by Grantee, Grantee's guests, representatives, employees or agents, and third parties within Grantee's control provided, however, Grantee, its successors or assigns shall not engage in any repair or restoration work on the Conservation Property without first consulting with Grantor and ACOE.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Conservation Property, including the right to engage in or to permit or invite others to engage in all uses of the Conservation Property that are not expressly prohibited or limited by, and are consistent with, the Purpose of this Conservation Easement, including the following uses:

(a) Access. Reasonable access through the Conservation Property and Property to adjacent land over existing roads, or to perform obligations or other activities permitted by this Conservation Easement.

(b) Habitat Enhancement Activities. Creation and enhancement of native plant communities, including the right to plant trees and shrubs of the same type as currently existing on the Conservation Property, so long as such activities do not harm the habitat types identified in the Agency Approvals or Mitigation Plan. For purposes of preventing erosion and reestablishing native vegetation, the Grantor shall have the right to revegetate areas that may be damaged by the permitted activities under this Section 6, naturally occurring events or by the acts of persons wrongfully damaging the Natural Condition of the Conservation Property. Prior to any habitat enhancement activities, Grantor shall have a Biological Monitor submit detailed plans to the ACOE for review and approval. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Conservation Property

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or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements.

(c) Vegetation, Debris, and Exotic Species Removal. Removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species. Vegetation, debris, and exotic plant species removal shall not be in direct or potential conflict with the preservation of the Natural Condition of the Conservation Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(d) No Interference with Development of Adjoining Property. Notwithstanding anything set forth herein to the contrary, nothing in this Conservation Easement is intended nor shall be applied to in any way limit Grantor or any of Grantor's successors and assigns from (1) constructing, placing, installing, and/or erecting any improvements upon the portions of the Property not constituting the Conservation Property and/or (2) developing adjoining property for any purposes, except as limited by any local, state or federal permit requirements for such development and provided that for all of the above clauses (1) and (2) neither such activity nor any effect resulting from such activity amounts to a use of the Conservation Property, or has an impact upon the Conservation Property, that is prohibited by Section 3 above.

(e) Fire Protection. The right, in an emergency situation only, to maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire. All other brush management activities shall be limited to areas outside the Conservation Property.

7. Enforcement.

(a) Right to Enforce. Grantor, its successors and assigns, grant to the ACOE, the U.S. Department of Justice, and the State of California a discretionary right to enforce this Conservation Easement in a judicial or administrative action against any person(s) or other entity(ies) violating or attempting to violate this Conservation Easement; provided, however, that no violation of this Conservation Easement shall result in a forfeiture or reversion of title. The ACOE, U.S. Department of Justice, and the State of California shall have the same rights, remedies and limitations as Grantee under this Section 7. The rights under this Section are in addition to, and do not limit rights conferred in Section 2 above, the rights of enforcement against Grantor, Grantee, and their successors or assigns under the Agency Approvals, or any rights of the various documents created thereunder or referred to therein. The term "Party" means Grantor or Grantee, as the case may be. Grantor, Grantee, and any third party beneficiaries, when implementing any remedies under this easement, shall provide timely written notice to each other of any actions taken under this section, including, but not limited to copies of all notices of violation and related correspondence.

(b) Notice of Violation. In the event that a Party or its employees, agents, contractors or invitees is in violation of the terms of this Conservation Easement or that a violation is threatened, the non-violating Party and/or third party beneficiaries may demand the cure of such violation. In such a case, the non-violating Party and/or third party beneficiaries

shall issue a written notice to the violating Party (hereinafter "**Notice of Violation**") informing the violating Party of the actual or threatened violations and demanding cure of such violations. The Notice of Violation shall be sent to the other Party and third party beneficiaries listed under Section 14 of this Conservation Easement.

(c) Time to Cure. The violating Party shall cure the noticed violation within thirty (30) days of receipt of said written Notice of Violation. If said cure reasonably requires more than thirty (30) days, the violating Party shall, within the thirty (30) day period, submit to the non-violating Party and/or third party beneficiaries, as the case may be, for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan. If the violating Party disputes the notice of violation, it shall issue a written notice of such dispute (hereinafter "**Notice of Dispute**") to the appropriate Party and/or third party beneficiary within thirty (30) days of receipt of written Notice of Violation.

(d) Failure to Cure. If the violating Party fails to cure the violation within the time period(s) described in Section 7(c), above, or Section 7(e)(2), below, the non-violating Party and/or third party beneficiaries may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by the violating Party with the terms of this Conservation Easement. In such action, the non-violating Party and/or third party beneficiaries may:

(1) Recover any damages to which they may be entitled for violation by the violating Party of the terms of this Conservation Easement or for any injury to the Conservation Values of the Conservation Property. The non-violating Party shall first apply any damages recovered to the cost of undertaking any corrective action on the Conservation Property. Prior to implementation of any remedial or restorative actions pursuant to this paragraph, ACOE shall be consulted.

(2) Enjoin the violation by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(3) Obtain other equitable relief, including, but not limited to, the restoration of the Conservation Property to the condition in which it existed prior to any such violation or injury. This remedy is expressly available notwithstanding the ability to claim damages as provided for in subdivision (1).

(e) Notice of Dispute.

(1) If the violating Party provides the non-violating Party and/or third party beneficiaries with a Notice of Dispute, as provided herein, the non-violating Party and/or third party beneficiaries shall meet and confer with the violating Party at a mutually agreeable place and time, not to exceed thirty (30) days from the date that the non-violating Party and/or third party beneficiaries receive the Notice of Dispute. The non-violating Party and/or third party beneficiaries shall consider all relevant information concerning the disputed violation provided by the violating Party and shall determine whether a violation has in fact occurred and, if so, whether the Notice of Violation and demand for cure issued by the non-violating Party and/or third party beneficiaries is appropriate in light of the violation.

(2) If, after reviewing the violating Party's Notice of Dispute, conferring with the violating Party, and considering all relevant information related to the violation, the non-violating Party and/or third party beneficiaries determine that a violation has occurred, the non-violating Party and/or third party beneficiaries shall give the violating party notice of such determination in writing. Upon receipt of such determination, the violating Party shall have fifteen (15) days to cure the violation. If said cure reasonably requires more than fifteen (15) days, the violating Party shall, within the fifteen (15) day period, submit to the non-violating Party and/or third party beneficiaries for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan.

(f) Conflicting Notices of Violation.

(1) If any Party receives a Notice of Violation that is in material conflict with one or more prior written Notices of Violation that have not yet been cured by the Party (hereinafter "**Active Notice(s) of Violation**") such that the conflict makes it impossible for the Party to carry out the cure consistent with all prior Active Notices of Violation, the Party shall give written notice (hereinafter "**Notice of Conflict**") to the non-violating Party and/or third party beneficiaries issuing the later, conflicting Notice(s) of Violation. The Party shall issue said Notice of Conflict to the appropriate non-violating Party and/or third party beneficiaries within fifteen (15) days of the receipt of each such conflicting Notice of Violation. A valid Notice of Conflict shall describe the conflict with specificity, including a description of how the conflict makes compliance with all Active Notices of Violation impossible.

(2) Upon issuing a valid Notice of Conflict to the appropriate non-violating Party and/or third party beneficiaries, as described above, the violating Party shall not be required to carry out the cure described in the conflicting Notice or Notices of Violation until such time as the non-violating Party responsible for said conflicting Notice(s) of Violation issue(s) a revised Notice of Violation that is consistent with prior Active Notices of Violation. Upon receipt of a revised, consistent Notice of Violation, the violating Party shall carry out the cure recommended in such notice within the time period(s) described in Section 7(c) above. Notwithstanding Section 7(g), failure to cure within said time period(s) shall entitle the non-violating Party to the remedies described in Section 7(d) and Section 7(h).

(3) The failure of the violating Party to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall result in a waiver of the violating Party's ability to claim a conflict.

(g) Immediate Action. In the event that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Conservation Property, the Party and/or third party beneficiary seeking enforcement pursuant to Section 7(b) above may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Conservation Easement and state and federal law after giving the violating Party at least twenty four (24) hours' written notice before pursuing such remedies. So long as such twenty-four (24) hours' notice is given, the non-violating Party may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure or Notice of Dispute as described in Section 7(c). The written notice pursuant to this paragraph may be transmitted to the violating Party by facsimile and shall be copied to the other Party and/or third party beneficiaries listed in Section 14 of this Conservation Easement. The rights of

the non-violating Party and/or third party beneficiaries under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement. The violating Party agrees that the remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the non-violating Party and third party beneficiaries shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 7(g) shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive.

(h) Costs of Enforcement. Any costs incurred by a Party in enforcing the terms of this Conservation Easement against another Party, including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by a Party's violation or negligence under the terms of this Conservation Easement shall be borne by the violating Party.

(i) Enforcement Discretion. Enforcement of the terms of this Conservation Easement by a Party and/or third party beneficiary shall be at the discretion of the Party and/or third party beneficiary, and any forbearance by such Party and/or third party beneficiary to exercise its rights under this Conservation Easement in the event of any breach of any term of the Conservation Easement by a Party or any subsequent transferee shall not be deemed or construed to be a waiver by the non-violating Party and third party beneficiary of such terms or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the rights of the non-violating Party and third party beneficiary under this Conservation Easement. No delay or omission by the non-violating Party and/or third party beneficiaries in the exercise of any right or remedy upon any breach by the violating Party shall impair such right or remedy or be construed as a waiver. Further, nothing in this Conservation Easement creates a non-discretionary duty upon the non-violating Party and/or third party beneficiaries to enforce its provisions, nor shall deviation from these terms and procedures, or failure to enforce its provisions give rise to a private right of action against the non-violating Party and/or third party beneficiaries by any third parties.

(j) Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee, its successors and assigns to bring any action against Grantor, its successors or assigns for any injury to or change in the Conservation Property resulting from:

(1) Any natural cause beyond Grantor's control, including without limitation, fire not caused by Grantor, flood, storm, and earth movement;

(2) Any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Property resulting from such causes; provided that once the emergency has abated, Grantor, its successors or assigns promptly take all reasonable and necessary actions required to restore the Conservation Property to the condition it was in immediately prior to the emergency;

(3) Acts by Grantee, ACOE, or their employees, directors, officers, agents, contractors, or representatives; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantor's control.

Notwithstanding the foregoing, Grantor must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(k) Acts Beyond Grantee's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantor, its successors or assigns to bring any action against Grantee, its successors or assigns for any injury to or change in the Conservation Property resulting from:

(1) Any natural cause beyond Grantee's control, including without limitation, fire not caused by Grantee, flood, storm, and earth movement;

(2) Any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Property resulting from such causes; provided that once the emergency has abated, Grantee, its successors or assigns promptly take all reasonable and necessary actions required to restore the Conservation Property to the condition it was in immediately prior to the emergency;

(3) Acts by Grantor, ACOE or their employees, directors, officers, agents, contractors, or representatives; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantee's control.

Notwithstanding the foregoing, Grantee must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

8. Access. This Conservation Easement does not convey a general right of access to the public or a general right of access to the Conservation Property. In accordance with Section 4(d), Grantor shall install signage at all likely points of entry informing persons of the nature and restrictions on the Conservation Property. This Conservation Easement will allow for access to the Conservation Property by the ACOE and third-party easement holders of record at the time of this conveyance at locations designated in easements and reservations of rights recorded in the chain of title to the Conservation Property at the time of this conveyance.

9. Costs and Liabilities.

(a) Grantor, its successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance (except Long-Term Maintenance pursuant to Section 16) of the Conservation Property. Grantor agrees Grantee and ACOE shall not have any duty or responsibility for the operation, upkeep, or maintenance (except Long-Term Maintenance pursuant to Section 16) of the Conservation Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public

or any third parties from risks relating to conditions on the Conservation Property. Grantor, its successor or assign remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

(b) Hold Harmless.

(1) Grantor, its successors and assigns, shall hold harmless, protect, defend and indemnify ACOE and its respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "**ACOE Indemnified Party**" and collectively, "**ACOE Indemnified Parties**") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without lmitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "**Claim**" and, collectively "**Claims**"), arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conservation Property, regardless of cause unless caused by the negligence or willful misconduct of any of the ACOE Indemnified Parties.

(2) Mutual Indemnity Between Grantor and Grantee.

(i) Grantor, its successors and assigns, shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, representatives, volunteers and the heirs, personal representatives, successors and assigns of each of them (each a "**Grantee Indemnified Party**" and collectively, "**Grantee Indemnified Parties**") from and against any and all Claims which are in contravention of this Conservation Easement, arising from or in any way connected with: injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conservation Property caused by Grantor unless caused by the negligence or willful misconduct of any of the Grantee Indemnified Parties. If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any Claim to which the indemnification in this Section 9(b)(2)(i) applies, then at the election of and upon written notice from the Grantee Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Grantee Indemnified Party or reimburse the Grantee Indemnified Party for all expenses (including, without limitation, reasonable attorneys' and experts' fees) incurred in defending the action or proceeding.

(ii) Grantee, its successors and assigns, shall hold harmless, protect and indemnify Grantor and its directors, officers, employees, agents, contractors, representatives, volunteers and the heirs, personal representatives, successors and assigns of each of them (each a "**Grantor Indemnified Party**" and collectively, "**Grantor Indemnified Parties**") from and against any and all Claims arising from or in any way connected with: injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conservation Property caused by Grantee unless caused by the negligence or willful misconduct of any of the Grantor Indemnified Parties. If any action or proceeding is brought against any of the Grantor Indemnified Parties by reason of any Claim to which the indemnification in this Section 9(b)(2)(ii) applies, then at the election of and upon written notice from the Grantor Indemnified

Party, Grantee shall defend such action or proceeding by counsel reasonably acceptable to the applicable Grantor Indemnified Party or reimburse the Grantor Indemnified Party for all expenses (including, without limitation, reasonable attorneys' and experts' fees) incurred in defending the action or proceeding.

10. Taxes, No Liens. Grantor and its successors and assigns shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and ACOE with satisfactory evidence of payment, if assessed, upon request. Grantor, Grantee, and their successors and assigns shall keep the Conservation Property free from any liens. Should either Grantor's work or Grantee's work in or upon the Conservation Property result in a lien on the Conservation Property, Grantor or Grantee, as the case may be, shall take all steps required to have said lien removed from the Conservation Property.

11. Condemnation. If the Conservation Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be entitled to compensation in accordance with applicable law.

12. Subsequent Transfers.

(a) By Grantee.

(1) This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and delegate obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 and Government Code Section 65965-65968 (or any successor provision(s) then applicable) provided that ACOE is satisfied there is adequate financial security to assure the performance of Grantee's duties, including but not limited to Long-Term Maintenance obligations under this Conservation Easement and only with the prior written approval of Grantor and ACOE; and

(2) Grantee shall record the assignment in the County of Riverside.

(b) By Grantor.

(1) The covenants, conditions, and restrictions contained in this Conservation Easement are intended to and shall run with the land and bind all future owners of any interest in the Conservation Property. Grantor, its successor or assign agrees to (i) incorporate by reference to the title of and the recording information for this Conservation Easement in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Conservation Property, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Conservation Easement. Grantor, its successor and assign agrees to give written notice to Grantee and ACOE of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor, its successor or assign to perform any act provided in this Section 12 shall not impair the validity of this Conservation Easement or limit its enforceability in any way, and Grantor, its successors or assigns assume any liability relating to transfer(s) or assignment(s) to bona fide purchasers without notice of the existence or terms of this Conservation Easement.

(2) Grantor may elect to convey the Conservation Property to Grantee in fee title, subject to Grantee's approval, or another land conservation management organization. If a qualified entity other than the Grantee accepts fee title to the Conservation Property, the Grantee shall maintain its role as the Grantee under this Conservation Easement. If the Grantee accepts fee title to the Conservation Property, the Grantee shall first assign this Conservation Easement to a willing third party pursuant to the terms of Section 12(a) of this Conservation Easement.

(3) From and after the date of any transfer of all or any portion of the Conservation Property by Grantor and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Grantor as to the portion transferred, as set forth in this Conservation Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder except for any obligations pursuant to Section 4 as it relates to Compensatory Mitigation and Section 19(g), and (iv) all references to Grantor in this Conservation Easement shall thereafter be deemed to refer to such transferee.

13. Additional Interests. Grantor, its successors and assigns shall not grant additional easements or other interests in the surface or subsurface of the Conservation Property (other than a security interest that is subordinate to this Conservation Easement) without the prior written authorization of Grantee and ACOE. It shall be reasonable for Grantee and ACOE to withhold consent for the grant of additional easements or other interest in the Conservation Property that are in direct or potential conflict with the Agency Approvals and the preservation of the Purpose and the Natural Condition of the Conservation Property as defined in Section 1 of this Conservation Easement or will impair or otherwise interfere with the Conservation Values of the Conservation Property. Grantor or its successors and assigns shall record any additional easements or other interests in the Conservation Property approved by Grantee and ACOE, in the official records of Riverside County, California and shall provide a copy of the recorded document to Grantee and ACOE.

14. Notices. All notices, demands, requests, consents, approvals, or communications from one party to another shall be personally delivered or sent by facsimile to the persons set forth below or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows, or at such other address as any Party may from time to time specify to the other parties in writing:

To Grantor:
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
P.O. Box 12008
Riverside, California 92502-2208
Attn: Executive Director
Phone: (951) 787-7141
FAX: (951) 787-7920

To Grantee:
Western Riverside County
Regional Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667

Riverside, California 92502-1667
Attn: Executive Director
Phone: (951) 955-9700
FAX: (951) 955-8873

With a copy to: District Counsel
U.S. Army Corps of Engineers
Los Angeles District
915 Wilshire Boulevard, Room 1535
Los Angeles, California 90017-3401
FAX: 213-452-4217

15. Amendment. Grantor and Grantee may amend this Conservation Easement only by mutual written agreement and with the written consent of the ACOE. Any such amendment shall be consistent with the Purpose of this Conservation Easement and shall not affect its perpetual duration. Grantor shall record any amendments to this Conservation Easement approved by the Grantee and ACOE in the official records of Riverside County, California and shall provide a copy of the recorded document to the Grantee and ACOE.

16. Long-Term Maintenance.

(a) Grantee's Responsibilities for Maintenance and Management. Grantee, its successors and assigns shall be responsible for in-perpetuity, ongoing, long-term maintenance and management of the Conservation Property in accordance with the LONG TERM MANAGEMENT PLAN FOR THE 0.70 ACRE VERNAL POOLS AND 5.1 ACRE OF ASSOCIATED WATERSHED MITIGATION SITE AND OCCUPIED SAN JACINTO VALLEY CROWNSCALE HABITAT AND OCCUPIED SMOOTH TARPLANT HABITAT WITHIN THE MITIGATION SITE FOR IMPACTS TO AREAS WITHIN THE JURISDICTION OF THE UNITED STATES ARMY CORPS OF ENGINEERS PURSUANT TO SECTION 404 OF THE CLEAN WATER ACT, SANTA REGIONAL WATER QUALITY CONTROL BOARD PURSUANT OF SECTION 401 OF THE CLEAN WATER ACT, CALIFORNIA DEPARTMENT OF WILDLIFE PURSUIT TO DEPARTMENT OF FISH AND GAME CODE, AND THE UNITED STATES FISH AND WILDLIFE SERVICE PURSUANT TO BIOLOGICAL OPINION PURSUANT TO SECTION 7 OF THE ENDANGERED SPECIES ACT ASSOCIATED WITH THE INTERSTATE 215 WIDENING FROM SCOTT ROAD TO NUEVO ROAD (May 2013), the cover page of which is attached hereto at **Exhibit "G"**.

(b) Restoration Responsibilities. Grantor, Grantee, their successors and assigns shall each individually be obligated to repair, remediate, or restore the Conservation Property damaged by any activities prohibited by Section 3 herein for which it is responsible.

(c) Annual Reporting. Grantee, its successors and assigns shall prepare an annual monitoring and maintenance report documenting activities performed under Section 16(a) above, and shall make such report available to the Grantor and ACOE upon request.

(d) Grantor Restoration. When activities are performed pursuant to Section 16(b) for which the Grantor is responsible, Grantee, its successors and assigns, shall retain, at Grantor's expense, a qualified Biological Monitor to prepare a Restoration Plan and to

oversee/monitor such restoration activities. Grantee shall have its Biological Monitor submit a draft Restoration Plan to Grantor and ACOE for review and for ACOE written approval prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Grantee shall have a Biological Monitor prepare a detailed monitoring report, and Grantee shall make the report available to Grantor and ACOE within thirty (30) days of completion of restoration activities. Grantee, its successors or assigns and Biological Monitor shall sign the monitoring report, and the report shall document the Biological Monitor's name and affiliation, dates Biological Monitor was present on-site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance by the Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented. Grantor shall be responsible for compensating and/or reimbursing Biological Monitor and Grantee for all reasonable and ordinary expenses incurred by them in discharging their respective responsibilities under this subsection within thirty (30) days of invoice.

(e) Grantee Restoration. When activities are performed pursuant to Section 16(b) for which Grantee is responsible, Grantee shall retain, at Grantee's expense, a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities. Grantee shall have a Biological Monitor submit a draft Restoration Plan to ACOE for review and written approval prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Grantee shall have a Biological Monitor prepare a detailed monitoring report, and Grantee shall make the report available to ACOE within thirty (30) days of completion of restoration activities. Grantee, its successors or assigns and Biological Monitor shall sign the monitoring report, and the report shall document the Biological Monitor's name and affiliation, dates Biological Monitor was present on-site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance by the Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented.

17. Recordation. Grantee shall promptly record this instrument in the official records of Riverside County, California and immediately notify the Grantor and ACOE through the mailing of a conformed copy of the recorded easement.

18. Estoppel Certificate. Upon request, Grantee shall within fifteen (15) days execute and deliver to Grantor, its successors and assigns any document, including an estoppel certificate, which certifies compliance with any obligation of Grantor, its successors and assigns contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement as may be requested by Grantor, its successors and assigns.

19. General Provisions.

(a) Controlling Law. The laws of the United States and the State of California, disregarding the conflicts of law principles of such state, shall govern the interpretation and performance of this Conservation Easement.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of and to effect the Purpose of this Conservation Easement and the policy and purpose set forth in California Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an

interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Change of Conditions. If one or more of the Purposes of this Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. Grantor and Grantee agree that global warming and climate change-caused effects shall not be a basis for termination of this Conservation Easement.

(d) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(e) Entire Agreement. This instrument together with the attached exhibits and any documents referred to herein sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 15.

(f) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(g) Successors and Assigns. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Conservation Property. The covenants hereunder benefiting Grantee shall also benefit the ACOE as a third party beneficiary.

(h) Termination of Rights and Obligations. Provided the transfer was consistent with the terms of this Conservation Easement, a party's rights and obligations under this Conservation Easement shall terminate upon transfer of the party's interest in the Conservation Easement or Conservation Property (respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer. However, in those provisions where the term "RCTC" is used in this Conservation Easement, and not the term "Grantor," those provisions shall be called "**Specific Obligations**" and shall apply exclusively to RCTC and shall not be transferred to the RCA upon conveyance of the RCTC's interest in the Conservation Easement or Conservation Property.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be

deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(k) Exhibits. All Exhibits referred to in this Conservation Easement are attached and incorporated herein by reference.

(l) No Hazardous Materials Liability. Grantor represents it is unaware of any release or threatened release of Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Conservation Property, or transported to or from or affecting the Conservation Property.

(1) Without limiting the obligations of Grantor under Section 9(b)(1) herein, Grantor hereby releases and agrees to indemnify, protect, defend, and hold harmless the ACOE Indemnified Parties (defined in Section 9(b)(1)) against any and all Claims (defined in Section 9(b)(1)) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Conservation Property at any time, except that this release and indemnification shall be inapplicable to the ACOE Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by ACOE Indemnified Parties, their employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) Grantor's violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below).

(2) Without limiting the obligations of Grantor or Grantee under Section 9(b)(2) herein, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee Indemnified Parties (defined in Section 9(b)(2)) against any and all Claims (defined in Section 9(b)(1)) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Conservation Property at any time, except that this release and indemnification shall be inapplicable to Grantee Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by Grantee Indemnified Parties, their employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) Grantor's violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party or Grantee Indemnified Parties, defend such action or proceeding by counsel reasonably acceptable to the applicable Grantee Indemnified Party or Parties or reimburse the Grantee Indemnified Party or Parties for all expenses (including, without limitation, reasonable attorneys' and experts' fees) incurred in defending the action or proceeding.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives Grantee and ACOE any of the following:

(i) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without

limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "**CERCLA**"); or

(ii) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(iii) The obligations of a responsible person under any applicable Environmental Laws; or

(iv) The right to investigate and remediate any Hazardous Materials associated with the Property unless said investigation or remediation is related to the investigation or remediation of the Conservation Property; or

(v) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property unless said investigation or remediation by Grantor is related to the Conservation Property.

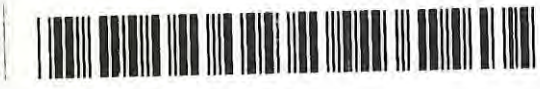
The term "**Hazardous Materials**" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA; Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement.

The term "**Environmental Laws**" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor and Grantee represents, warrants and covenants to each other and to ACOE that Grantor and Grantee's activities upon and use of the Conservation Property will comply with all Environmental Laws.

(m) Extinguishment. If circumstances arise in the future that render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(n) Warranty. Grantor represents and warrants that there are no outstanding mortgages, liens, deeds of trust, encumbrances or other interests in the Conservation Property (including, without limitation, mineral interests) which have not been expressly subordinated to this Conservation Easement, and that the Conservation Property is not subject to any other conservation easement.

(o) No Merger. Grantor and Grantee agree that should Grantee, or any successor in interest to Grantee, come to own all or a portion of the fee interest subject to this Conservation Easement, there shall be no express or implied merger by operation of law or



otherwise. If any party should claim such a merger, the parties agree that any and all terms and conditions of this Conservation Easement shall be deemed covenants and restrictions upon the Conservation Property, which, shall run with the land according to California and/or other applicable law and otherwise exist in perpetuity.

IN WITNESS WHEREOF Grantor and Grantee have executed this Conservation Easement the day and year first above written and have agreed to be bound by the terms and provisions hereof.

GRANTOR:
RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a county transportation commission

By: _____

Anne Mayer
Name

Executive Director
Title

[ATTACH NOTARY ACKNOWLEDGEMENT]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside }

On 5/22/13 (Date) before me, Gina Gallagher, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Anne Mayer (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gina Gallagher (Signature of Notary Public)

GINA GALLAGHER
Commission # 2019355
Notary Public - California
Riverside County
My Comm. Expires Apr 12, 2017

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Gina Gallagher

Commission #: 2019355

Place of Execution: Riverside Co.

Date Commission Expires: April 12, 2017

Date: 5/23/13

Signature: Tara S Byerly

Print Name: Tara S Byerly

2013-0246584
05/23/2013 02:23P
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CERTIFICATE OF ACCEPTANCE

This is to certify that the Conservation Easement conveyed by RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a California county transportation commission, to the Western Riverside County Regional Conservation Authority ("**Grantee**"), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by Ordinance No. 08-01, as adopted by the Board of Directors on July 7, 2008.

GRANTEE:
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a joint powers authority and a public agency

Date: 5/22/2013

By: _____
Charles V. Landry, Executive Director

Approved as to Form

By: _____
Best, Best & Krieger LLP
General Counsel

Exhibit A

Legal Description of Property

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

MITIGATION PARCEL

In the County of Riverside, State of California, being the land described in the Grant Deed recorded December 20, 2011 as Instrument No. 2011-0562724, Official Records of said County, excepting therefrom that portion of said land lying northeasterly of a line, and its northwesterly prolongation, being parallel with and 200.00 feet southwesterly of the tangent portion of the centerline of Ramona Expressway, having a bearing and distance of "North 70°01'31" West 3000.79 feet", as shown on the map filed in Book 97, Pages 46 through 55, inclusive, of Records of Survey, in the office of the County Recorder of said County.

All as shown on Exhibit "B" attached hereto and made a part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

This legal description was prepared by me or under my direction.

David A. Moritz 12/11/2012

David A. Moritz, PLS 7388 Date

PROFESSIONAL LAND SURVEYOR
DAVID A. MORITZ
No. 7388
Exp. 12/31/13
STATE OF CALIFORNIA

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

REMAINDER PARCEL

In the County of Riverside, State of California, being that portion of the land described in the Grant Deed recorded December 20, 2011 as Instrument No. 2011-0562724, Official Records of said County, lying northeasterly of a line, and its northwesterly prolongation, being parallel with and 200.00 feet southwesterly of the tangent portion of the centerline of Ramona Expressway, having a bearing and distance of "North 70°01'31" West 3000.79 feet", as shown on the map filed in Book 97, Pages 46 through 55, inclusive, of Records of Survey, in the office of the County Recorder of said County.

All as shown on Exhibit "B" attached hereto and made a part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

This legal description was prepared by me or under my direction.

David A. Moritz

12/11/2012

David A. Moritz, PLS 7388 — Date

PROFESSIONAL LAND SURVEYOR
DAVID A. MORITZ
No. 7388
Exp. 12/31/13
STATE OF CALIFORNIA

Exhibit B

Legal Description of the Conservation Property

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

MITIGATION PARCEL

In the County of Riverside, State of California, being the land described in the Grant Deed recorded December 20, 2011 as Instrument No. 2011-0562724, Official Records of said County, excepting therefrom that portion of said land lying northeasterly of a line, and its northwesterly prolongation, being parallel with and 200.00 feet southwesterly of the tangent portion of the centerline of Ramona Expressway, having a bearing and distance of "North 70°01'31" West 3000.79 feet", as shown on the map filed in Book 97, Pages 46 through 55, inclusive, of Records of Survey, in the office of the County Recorder of said County.

All as shown on Exhibit "B" attached hereto and made a part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

This legal description was prepared by me or under my direction.

David A. Moritz

12/11/2012

David A. Moritz, PLS 7388 — Date

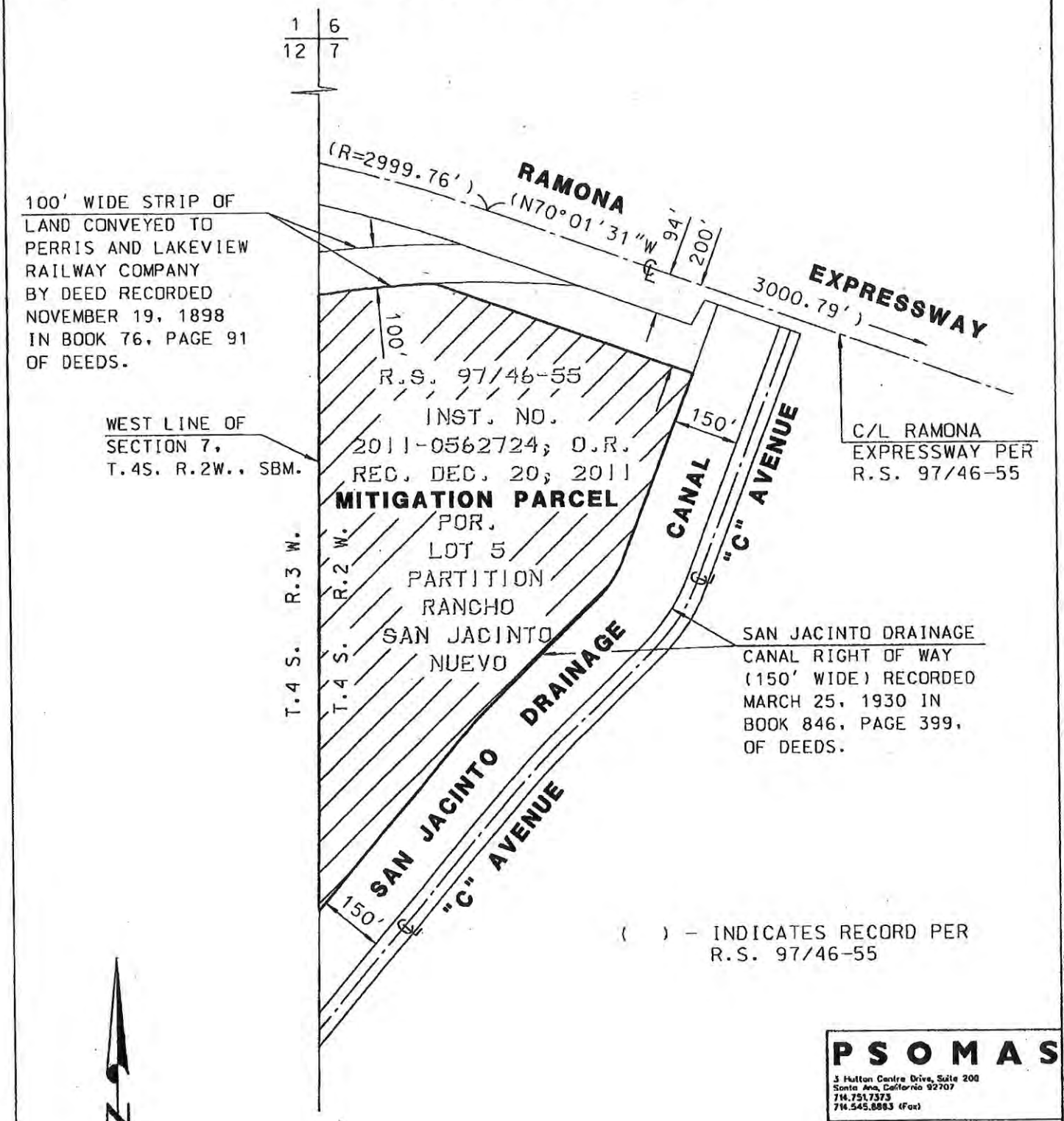
PROFESSIONAL LAND SURVEYOR
DAVID A. MORITZ
No. 7388
Exp. 12/31/13
STATE OF CALIFORNIA

Exhibit C

Depiction of the Conservation Property

Exhibit C
of Conservation Easement

EXHIBIT "B"



NOT TO SCALE

PSOMAS
3 Hutton Centre Drive, Suite 200
Santa Ana, California 92707
714.751.7373
714.545.8883 (Fax)

SHEET	1 OF 1
SCALE	NONE
DRAFTED	RTN/KVO
CHECKED	DAM
DATE	12/07/2012
JOB NUMBER	2URS201003

DESCRIPTION:

PORTION OF INST. NO. 2011-0562724, O.R., IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

M:\2URS201003\SURVEY\DESIGN\EXHIBIT-MITIGATION_PARCEL.dgn

Exhibit D

Mitigation Plan

Exhibit D
of Conservation Easement

HABITAT MITIGATION AND MONITORING PLAN FOR IMPACTS TO AREAS WITHIN THE JURISDICTION

OF

THE UNITED STATES ARMY CORPS OF ENGINEERS PURSUANT TO SECTION 404 OF THE CLEAN WATER ACT AND CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE PURSUANT OF CODE 1602 OF THE FISH AND GAME CODE

FOR

RE-ESTABLISHMENT OF 0.70 ACRE OF VERNAL POOLS AND 5.1 ACRE OF ASSOCIATED WATERSHED

REHABILITATION OF 0.02 ACRE OF VERNAL POOLS AND 0.35 ACRE OF ASSOCIATED WATERSHED

MITIGATION FOR IMPACTS TO SPECIAL-STATUS PLANT SPECIES

ASSOCIATED WITH THE
INTERSTATE 215 WIDENING
FROM SCOTT ROAD TO NUEVO ROAD

March 2012 [Revised April 2013]

Prepared for:

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
P.O. Box 12008
Riverside, California 92502-2208
Contact: Lisa DaSilva

Prepared by:

Glenn Lukos Associates
29 Orchard
Lake Forest, California 92630
Contact: Tony Bomkamp

Exhibit E

Title Report

Exhibit E
of Conservation Easement

Lawyers Title

Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

January 10, 2012

Riverside County Transportation Commission
P.O. Box 12008
Riverside, California 92502-2208
Attn: Min SaySay, Program Manager

YOUR REF: **426-020-007**
OUR NO.: **12690883**
Property: **Portion Partion of Rancho Jacinto Nuevo, Murrieta, CA**

Dear Customer:

On behalf of **Lawyers Title Company**, please find your CLTA Standard Owners Policy of Title Insurance.

NOTE: Your policy is a computer generated product. Although lacking color and "live" signatures, it is the original of your policy.

Thank you for selecting **Lawyers Title Company** for your transactional management needs.

Enclosure

POLICY OF TITLE INSURANCE
Issued by

Commonwealth Land Title Insurance Company

SCHEDULE A

Policy/File No.: **12690883**

Amount of Insurance: $**207,000.00**

Premium: $**986.00**

Endorsement Fees: $0.00

Date of Policy: **December 20, 2011 at 8:00 A.M.**

1. Name of Insured:

   Riverside County Transportation Commission, a county transportation commission existing under the authority of Section 130050 et Southeast Quarter. Of the California Public Utilities Code

2. The estate or interest in the land described herein and which is covered by this policy is:

   A FEE

3. The estate or interest referred to herein is at the Date of Policy vested in:

   Riverside County Transportation Commission, a county transportation commission existing under the authority of Section 130050 et Southeast Quarter. Of the California Public Utilities Code

4. The land referred to in this policy is situated in the County of Riverside, State of California, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

SCHEDULE B – PART I
Continued

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

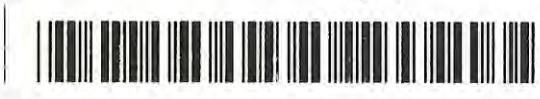
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material not shown by the public records.

END OF SCHEDULE B - PART I



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SCHEDULE B
PART II

1. Water rights, claims or title to water, whether or not shown by the public records.

2. An easement for the purpose shown below and rights incidental thereto as set forth in a document
   Granted to: Lakeview Water Company
   Purpose: pipe lines
   Recorded: April 1, 1901 in Book 119, Page(s) 284, of Deeds

   The exact location and/or extent of said easement is not disclosed in the public records.

3. An easement for the purpose shown below and rights incidental thereto as set forth in a document
   Granted to: Nuevo Water Company
   Purpose: pipe lines
   Recorded: July 14, 1917 in Book 177, Page 303, of Deeds

   The exact location and/or extent of said easement is not disclosed in the public records.

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document
   Granted to: County of Riverside
   Purpose: drainage, river channel and bank protection works
   Recorded: December 27, 1944, in Book 653, Page 475 of Official Records
   Affects: said land more particularly described therein.

5. An easement for the purpose shown below and rights incidental thereto as set forth in a document
   Granted to: Southern Counties Gas Company of California, a California Corporation
   Purpose: pipe lines
   Recorded: December 23, 1948 in Book 1038, Page 191 of Official Records
   Affects: said land more particularly described therein.

6. The fact that the ownership of said land does not include any rights of ingress or egress to or from the freeway adjacent to said land, said rights having been relinquished by deed to the State of California,
   Recorded: November 24, 1958 in Book 2369, Page 163 and in Book 2369, Page 494, both of Official Records

7. Intentionally deleted.

8. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

   Recorded in Book 56, Page 44 through 49 of Records of Survey

9. Intentionally deleted.

SCHEDULE B – PART II
Continued

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Southern California Gas Company, a Corporation
Purpose:	pipe lines
Recorded:	January 19, 1995 as Instrument No. 016781 of Official Records
Affects:	said land more particularly described therein.

11. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded in Book 97, Page 46 to 55, of Record of Surveys

The matters contained in a document entitled "Certificate of Correction" recorded February 26, 1995 as Instrument No. 060577 of Official Records.

Reference is made to said document for full particulars.

END OF SCHEDULE B - PART II

Endorsements: NONE

Exhibit F

Map of the major, distinct natural features on the Conservation Property

EXHIBIT F

Photo 1 - looking SE on man-made berm

Legend
- Fencing
- Existing Berm
- 3-Pipe Culvert
- Proposed Sign Location
- Historical Corps Wetlands
- Parcel 426020007

RAMONA EXPRESSWAY

100' WIDE STRIP OF LAND CONVEYED TO PERRIS AND LAKEVIEW RAILWAY COMPANY BY DEED RECORDED NOVEMBER 19, 1898 IN BOOK 76, PAGE 91 OF DEEDS.

REMAINDER PARCEL

ENTRANCE GATE

PORTION LOT 5 PARTITION RANCHO SAN JACINTO NUEVO

WEST LINE OF SECTION 7, T.4S. R.2W., SBM.

T.4 S. R.2 W.

Photo 1

Photo 2

Photo 3

BREACH IN BERM

CANAL

"C" AVENUE

SAN JACINTO DRAINAGE CANAL RIGHT OF WAY (150' WIDE) RECORDED MARCH 25, 1930 IN BOOK 846, PAGE 399, OF DEEDS.

Photo 2 - looking NE at breach in man-made berm

Photo 3 - looking SE at 3 corrugated steel culverts in berm

N

0 75 150 300

Feet

Source: Digital Globe (2008)

P.O.B.

Interstate 215 Widening Project from Scott Road to Nuevo Road
Mitigation Parcel

2013-0246584
05/23/2013 02:23P
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LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

1 November 19, 1898 in Book 76, Page 91 of Deeds
2. Expressway
3 Entrance Gate
4 San Jacinto
5 Drainage
6 Remainder Parcel

Date: 5-23-13

Signature: Tara S Byerly

Print Name: Tara S. Byerly

Exhibit G

Long-term Management Plan

Exhibit G
of Conservation Easement

LONG TERM MANAGEMENT PLAN

FOR

THE 0.70 ACRE VERNAL POOLS AND 5.1 ACRE OF ASSOCIATED WATERSHED MITIGATION SITE AND OCCUPIED SAN JACINTO VALLEY CROWNSCALE HABITAT AND OCCUPIED SMOOTH TARPLANT HABITAT WITHIN THE MITIGATION SITE

FOR IMPACTS TO AREAS WITHIN THE JURISDICTION

OF

THE UNITED STATES ARMY CORPS OF ENGINEERS PURSUANT TO SECTION 404 OF THE CLEAN WATER ACT (File No. 2010-00944-SCH),

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD PERSUANT OF SECTION 401 OF THE CLEAN WATER ACT (Project No. 332012-04),

CALIFORNIA DEPARTMENT OF WILDLIFE PERSUIT TO DEPARTMENT OF FISH AND GAME CODE (SAA Notification No. 1600-2012-0024-R6),

AND THE UNITED STATES FISH AND WILDLIFE SERVICE PURSUANT TO BIOLOGICAL OPINION PURSUANT TO SECTION 7 OF THE ENDANGERED SPECIES ACT

ASSOCIATED WITH THE INTERSTATE 215 WIDENING FROM SCOTT ROAD TO NUEVO ROAD

May 2013

Prepared for:
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
P.O. Box 12008
Riverside, California 92502-2208
Contact: Lisa DaSilva

Prepared by:
Glenn Lukos Associates
29 Orchard
Lake Forest, California 92630
Contact: Tony Bomkamp